City Council

Monday, August 10, 2026 - 5:30 PM

City Council Work Session at 5:30pm followed by Regular Council Meeting at 7:00pm.
210 S. Walnut Street
Venus, Texas 76084

AGENDA

1. WORK SESSION:

1.1. Call to order.

1.2. Discuss potential tax rates for 2026-2027 budget.

1.3. Discuss proposed Library donation in current budget and future budgets.

1.4. Discussion regarding any regular agenda items.

1.5. Discuss the Water/Sewer Rate Study.

1.6. Discussion regarding medical, dental and vision rates for fiscal year 2026-2027.

1.7. Adjourn.

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

3. 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.

4. 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.

5. Consent Agenda:

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

5.1. Approval of meeting minutes for regular meeting on July 27, 2026.

6. Presentation and Proclamations:

6.1. Presentation by Chamber of Commerce and the City of Venus for Certification of Appreciation to Whatapotty.

7. Public Hearings and Action Items:

7.1. Conduct a Public Hearing on the annexation of 155.111 acres out of the Radford Berry Survey, Abstract 26, Johnson County, Texas; 202 E Highway 67, Venus, Texas 76084.

Open Public Hearing
Close Public Hearing

7.2. Discuss and consider an Ordinance annexing 155.111 acres out of the Radford Berry Survey, Abstract 26, Johnson County, Texas; 202 E Highway 67, Venus, Texas 76084.

7.3. Discuss and consider an Ordinance annexing the roadway located in the extraterritorial jurisdiction of the City of Venus particularly described in Exhibit A, Exhibit B and Exhibit C into the corporate limits of the City of Venus, Texas and extending the boundary limits of said city to include the described property within the city limits.

7.4. Conduct a Public Hearing for initial zoning to AG (Agricultural) District. Being 155.111 acres out of the Radford Berry Survey, Abstract 26, Johnson County, Texas; 202 E Highway 67, Venus, Texas 76084.

Open Public Hearing:
Close Public Hearing:

7.5. Discuss and consider an Ordinance authorizing initial zoning to AG (Agricultural) District located at 202 E Highway67, Venus, Texas 76084.

8. 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).

8.1. Discuss and consider adopting an Ordinance amending Chapter 36, Boards, Commissions and Committees, by repealing and replacing section 36-24(a), Qualifications of members and section 36-51(b) Venus Community Service Development Corporation (Type B), Section 36-57(c) Board of Adjustment, and section 36-55(a) Same- Organization and membership. (Mayor)

8.2. Discuss and consider an Ordinance amending the Code of Ordinances by amending Chapter 36 "Boards and Commissions and Committees", Article II "Rules and Procedures", Section 36-24 "Qualifications of members" by adding subsection (d) prohibiting relatives from serving on the same board, commission or committee. (Mayor)

8.3. Discuss and consider abolishing the Planning and Zoning Commission. (Mayor)

8.4. Discuss and consider an appointment to Place 4 on the Planning and Zoning Commission. (Mayor Pro Tem, Hamm)

8.5. Discuss and consider an appointment for Place 4 on the Venus Community Service

Development Corporation.(Mayor Pro Tem, Hamm)

8.6. Discuss and consider an appointment to Place 3 on the Venus Community Service Development Corporation. (Councilmember Rosales)

8.7. Discuss and consider an appointment to Place 3 on the Planning and zoning Commission. (Councilmember Rosales)

8.8. Discussion regarding the landscaping Ordinance for the City of Venus.

8.9. Discuss and consider entering into an Interlocal Cooperation Agreement with Johnson County for the housing of Class C Misdemeanor Prisoners. (Chief McGinty)

8.10. Discuss and consider an Amendment to the Communications System Agreement with Johnson County. (Chief McGinty)

8.11. Discuss and consider a Resolution supporting legislation requiring County Elections Administrators to offer annual election services contracts to municipalities for May elections; supporting the integrity, consistency, and professional administration of municipal elections. (Driggars)

8.12. Discuss and consider an Ordinance Authorizing the Issuance and Sale of the City of Venus, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026 to Issue Up to $16,750,000 to Fund Water and Sewer System Improvement Projects; Levying an Annual Ad Valorem Tax and Providing for the Security for and Payment of Said Certificates; and Enacting Other Provisions Relating to the Subject. (Wilkins)

8.13. Discuss and consider an Ordinance Authorizing the Issuance and Sale of Up to $7,000,000 of City of Venus, Texas General Obligation Refunding Bonds, Taxable Series 2026; Levying an Annual Ad Valorem Tax and Providing for the Security for and Payment of Said Bonds; Providing an Effective Date; and Enacting Other Provisions Relating to the Subject. (Wilkins)

8.14. Discuss and consider authorizing the Fire Chief to sell Tanker 72. (Hargrove)

8.15. Discuss and consider the Water and Sewer Purposed Rate Increase. (Williams)

9. Executive Session:

IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, SECTION 551.001, ET SEQ. THE CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION (CLOSED MEETING) TO DISCUSS THE FOLLOWING: Section 551.071- Consultation with Attorney and Section 551.074- Personnel Matters.

9.1. 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.

9.2. Discuss negotiation of WWTP lease for Brahman Ranch with AUC and possible options for handling the claimed past due amounts.

9.3. Any action to be taken from Executive Session

10. Adjournment:

The City Council reserves the right to meet in Executive Session, closed to the public, at any time in the course of this meeting to discuss matters listed on the agenda, pursuant to authorization by the Texas Open Meetings Act, TEXAS GOVERNMENT CODE, Chapter 551.071 (Private consultation with attorney for the city).
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, August 3, 2026 on or before 5:30pm.

____
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:_____________

(Effective October 2021)

Residential Water		
Minimum Charge-First 2,000 Gallons	$	50.75
2,001 - 5,000 Gallons		4.83 /1,000 gallons
Above 5,000 Gallons		8.43 /1,000 gallons
Small Business Water		
Minimum Charge/First 2,000 Gallons	$	67.94
Above 2,000 Gallons		7.13 /1,000 gallons
Retail Business Water		
Minimum Charge/First 5,000 Gallons	$	341.06
5,001 - 15,000 Gallons		7.13 /1,000 gallons
Above 15,000 Gallons		8.18 /1,000 gallons
Commercial Water		
Minimum Charge/First 50,000 Gallons	$	422.14
Above 50,000 Gallons		7.90 /1,000 gallons
Multi-Family Water		
Minimum Charge/First 5,000 Gallons	$	1,237.65
Above 5,000 Gallons		8.18 /1,000 gallons

(Effective November 2022)

Residential Water		
Minimum Charge-First 2,000 Gallons	$	56.34
2,001 - 5,000 Gallons	$	5.36 /1,000 gallons
Above 5,000 Gallons	$	9.36 /1,000 gallons
Small Business Water		
Minimum Charge/First 2,000 Gallons	$	75.41
Above 2,000 Gallons	$	7.91 /1,000 gallons
Retail Business Water		
Minimum Charge/First 5,000 Gallons	$	378.58
5,001 - 15,000 Gallons	$	7.91 /1,000 gallons
Above 15,000 Gallons	$	9.08 /1,000 gallons
Commercial Water		
Minimum Charge/First 50,000 Gallons	$	468.56
Above 50,000 Gallons	$	8.77 /1,000 gallons
Irrigation Fixed Monthly Charge	$	422.13
Multi-Family Water		
Minimum Charge/First 5,000 Gallons	$	1,373.80
Above 5,000 Gallons		9.08 /1,000 gallons

Scenario #1 Proposed for FY26-27

Residential Water		
Minimum Charge-First 2,000 Gallon	$	76.64
2,001 - 5,000 Gallons	$	7.29 /1,000 gallons
Above 5,000 Gallons	$	12.73 /1,000 gallons
Small Business Water		
Minimum Charge/First 2,000 Gallon	$	108.56
Above 2,000 Gallons	$	11.29 /1,000 gallons
Retail Business Water		
Minimum Charge/First 5,000 Gallon	$	108.56
5,001 - 15,000 Gallons	$	11.29 /1,000 gallons
Above 15,000 Gallons	$	11.29 /1,000 gallons
Commercial Water		
Minimum Charge/First 50,000 Gallo	$	625.89
Above 50,000 Gallons	$	12.52 /1,000 gallons
Irrigation Fixed Monthly Charge	$	422.13
Multi-Family Water		
Minimum Charge/First 5,000 Gallon	$	1,877.68
Above 5,000 Gallons		12.96 /1,000 gallons

Scenario # 2 Proposed for FY26-27

Residential Water		
Minimum Charge-First 2,000 Gallons	$	76.64
2,001 - 5,000 Gallons	$	7.29 /1,000 gallons
Above 5,000 Gallons	$	12.73 /1,000 gallons
Small Business Water		
Minimum Charge/First 2,000 Gallons	$	103.46
Above 2,000 Gallons	$	10.76 /1,000 gallons
Retail Business Water		
Minimum Charge/First 5,000 Gallons	$	103.46
5,001 - 15,000 Gallons	$	10.76 /1,000 gallons
Above 15,000 Gallons	$	10.76 /1,000 gallons
Commercial Water		
Minimum Charge/First 50,000 Gallons	$	596.47
Above 50,000 Gallons	$	11.93 /1,000 gallons
Irrigation Fixed Monthly Charge	$	422.13
Multi-Family Water		
Minimum Charge/First 5,000 Gallons	$	1,789.41
Above 5,000 Gallons		12.35 /1,000 gallons

(Effective October 2021)

Residential Sewer		
Fixed Monthly Charge	$	68.64
Small Business Sewer		
Minimum Charge	$	72.91
5,001-10,000 gallons	$	3.65 /1,000 gallons
Above 10,000 gallons	$	4.48 /1,000 gallons
Retail Business Sewer		
Minimum Charge	$	160.86
5,001-15,000 gallons	$	4.48 /1,000 gallons
Above 15,000 gallons	$	6.65 /1,000 gallons
Commercial Sewer		
Minimum Charge	$	280.73
Above 50,000 gallons	$	7.10 /1,000 gallons
Multi-Family Sewer		
Minimum Charge	$	607.64
Above 5,000 gallons	$	5.06 /1,000 gallons

(Effective November 2022)

Residential Sewer		
Fixed Monthly Charge	$	68.64
	$	
Small Business Sewer		
Minimum Charge	$	105.55
Above 10,000 gallons	$	11.60 /1,000 gallons
Retail Business Sewer		
Minimum Charge	$	160.86
Above 15,000 gallons	$	11.60 /1,000 gallons
Commercial Sewer		
Minimum Charge	$	527.50
Above 50,000 gallons	$	11.60 /1,000 gallons
Multi-Family Sewer		
Minimum Charge	$	560.64
Above 50,000 gallons	$	11.60 /1,000 gallons

(Proposed for FY26-27) — Scenario #1

Residential Sewer		
Fixed Monthly Charge	$	97.97
Small Business Sewer		
Minimum Charge	$	165.57
Above 10,000 gallons	$	13.17 /1,000 gallons
Retail Business Sewer		
Minimum First 10,000 Gallons	$	165.57
10,000 - 15,000 Gallons	$	16.56 /1,000 gallons
Above 15,000 Gallons	$	16.56 /1,000 gallons
Commercial Sewer		
Minimum Charge	$	827.86
Above 30,000 gallons	$	16.56 /1,000 gallons
Multi-Family Sewer		
Minimum Charge	$	827.86
Above 5,000 gallons	$	16.56 /1,000 gallons
(Was 50,000 and has been probably in error)		

(Proposed for FY26-27) — Scenario # 2

Residential Sewer		
Minimum Charge/First 6,500 Gallons	$	93.37
Small Business Sewer		
Minimum Charge	$	157.79
Above 10,000 gallons	$	15.78 /1,000 gallons
Retail Business Sewer		
Minimum First 10,000 Gallons	$	157.79
10,000 - 15,000 Gallons	$	15.78 /1,000 gallons
Above 15,000 Gallons	$	15.78 /1,000 gallons
Commercial Sewer		
Minimum Charge	$	788.95
Above 30,000 gallons	$	15.78 /1,000 gallons
Multi-Family Sewer		
Minimum Charge	$	788.95
Above 5,000 gallons	$	15.78 /1,000 gallons
(Was 50,000 and has been probably in error)		

SANITATION RATES (Effective November 2022)

Residential Garbage		
Roll-Out	$	17.79 + tax
Extra Roll-Out	$	10.83 + tax
Commercial Garbage		
Hand Load	$	23.09 + tax
Extra Hand Load	$	13.86 + tax

Average Monthly Bill - Residents

(Based on minimum water consumption of 2,000 gallons)

Effective October 2021		Effective November 2022	
Water	$ 50.75	Water	$ 56.34
Sewer	68.64	Sewer	68.64
Trash	15.32	Trash	18.87
Sales Tax	1.25	Sales Tax	1.55
	$ 135.96		$ 145.40

Average Monthly Bill - Residents (Scenario #1)

(Based on minimum water consumption of 2,000 gallons)

Effective October 2022		Effective October 2026	
Water	$ 56.34	Water	$ 76.64
Sewer	68.64	Sewer	97.97
Trash	18.87	Trash	17.90
Sales Tax	1.55	Sales Tax	1.47
	$ 145.40		$ 193.98

Average Monthly Bill - Residents (Scenario # 2)

(Based on minimum water consumption of 2,000 gallons)

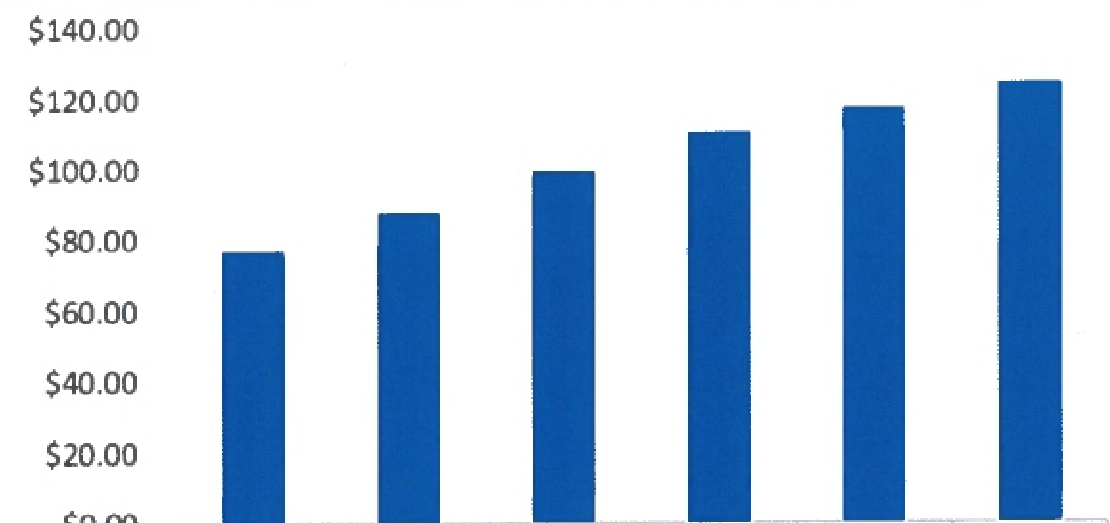
Effective October 2022		Effective October 2026	
Water	$ 56.34	Water	$ 76.64
Sewer	68.64	Sewer	93.97
Trash	18.87	Trash	18.87
Sales Tax	1.55	Sales Tax	1.55
	$ 145.40		$ 191.03

SCENARIO DESCRIPTIONS

- Scenario 1
  - Water: Current Rate Structure
  - Sewer: Flat Fixed Charge for Residential customers
  - Even rate increase for both water and sewer (13.5%)
- Scenario 2
  - Water: Current Rate Structure
  - Sewer: Current Rate Structure
  - Even rate increase for both water and sewer (10.8%)
  - Lower increase due to more volumes (Residential) being billed

SCENARIO 1 – MONTHLY WATER CUSTOMER BILL PROJECTION

Residential Inside ¾'"
5,500 gallons

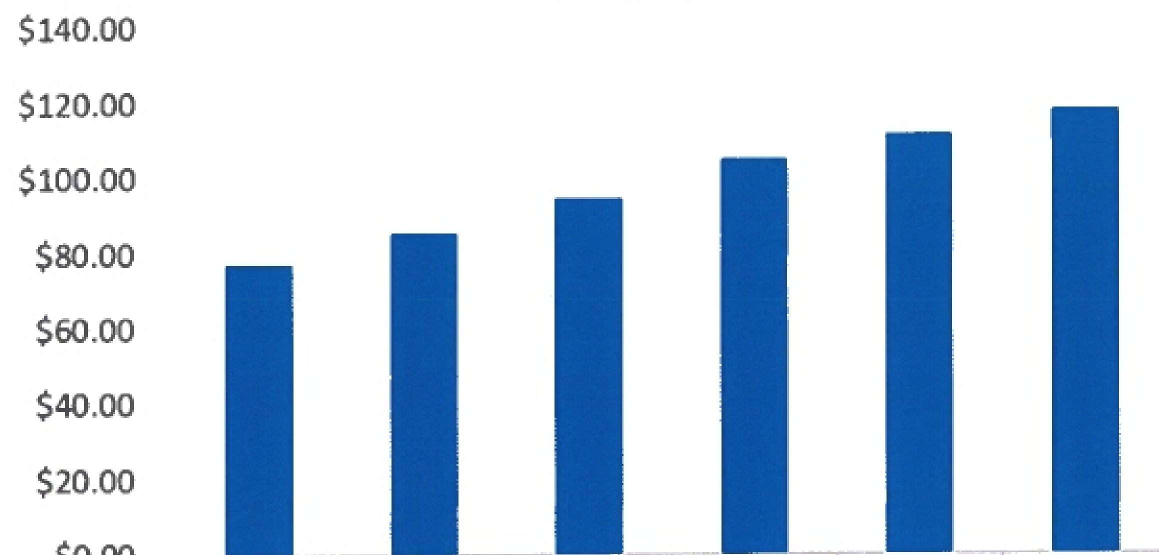


	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Water	$77.10	$87.51	$99.32	$110.05	$116.87	$124.12
Water Variance		$10.41	$11.81	$10.73	$6.82	$7.25

Note: Based on an even increase for water and sewer (13.5%)

SCENARIO 2 – MONTHLY WATER CUSTOMER BILL PROJECTION

Residential Inside ¾'"
5,500 gallons

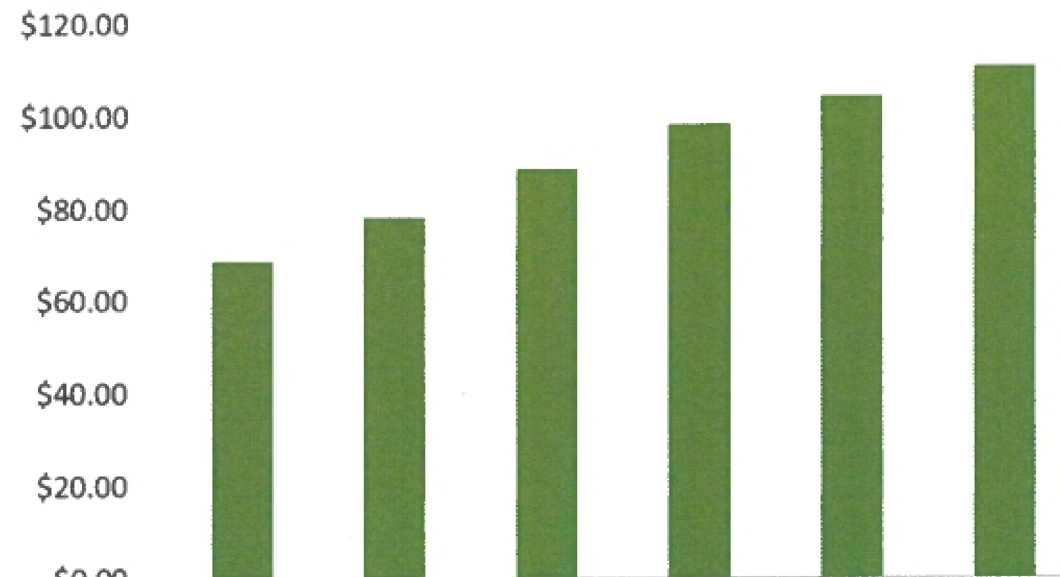


	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Water	$77.10	$85.43	$94.65	$104.88	$111.17	$117.84
Water Variance		$8.33	$9.23	$10.22	$6.29	$6.67

Note: Based on an even increase for water and sewer (10.8%)

SCENARIO 1 – MONTHLY SEWER CUSTOMER BILL PROJECTION

Residential Inside ¾'"
5,500 gallons

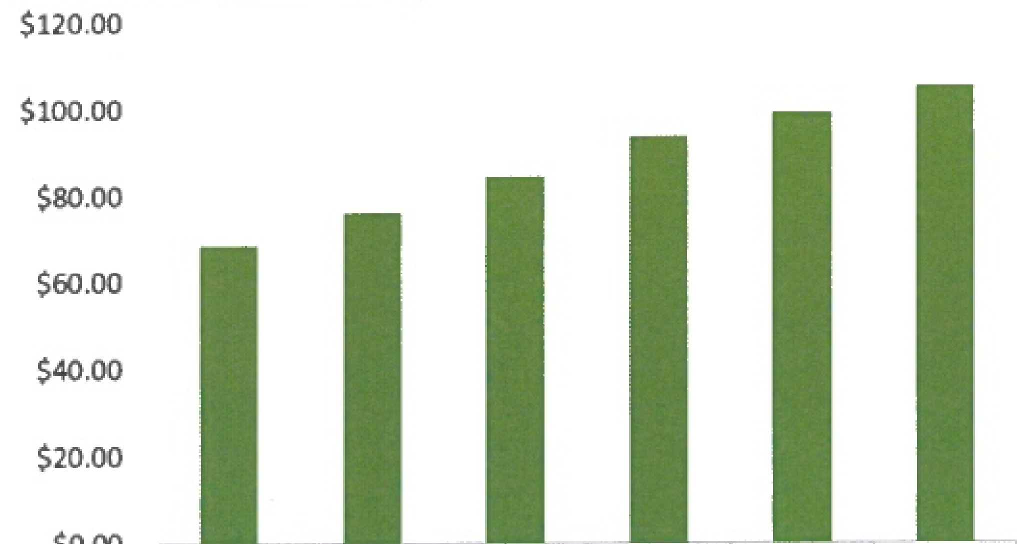


	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Sewer	$68.64	$77.91	$88.42	$97.97	$104.05	$110.50
Sewer Variance		$9.27	$10.52	$9.55	$6.07	$6.45

Note: Based on an even increase for water and sewer (13.5%)

SCENARIO 2 – MONTHLY SEWER CUSTOMER BILL PROJECTION

Residential Inside ¾'"
5,500 gallons

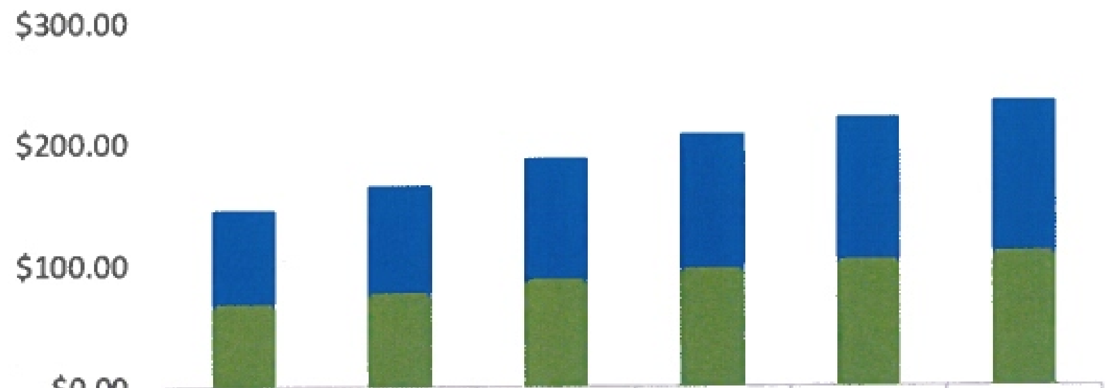


	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Sewer	$68.64	$76.05	$84.27	$93.37	$98.97	$104.91
Sewer Variance		$7.41	$8.21	$9.10	$5.60	$5.94

Note: Based on an even increase for water and sewer (10.8%)

SCENARIO 1 – TOTAL MONTHLY CUSTOMER BILL PROJECTION

Residential Inside ¾'"
5,500 gallons

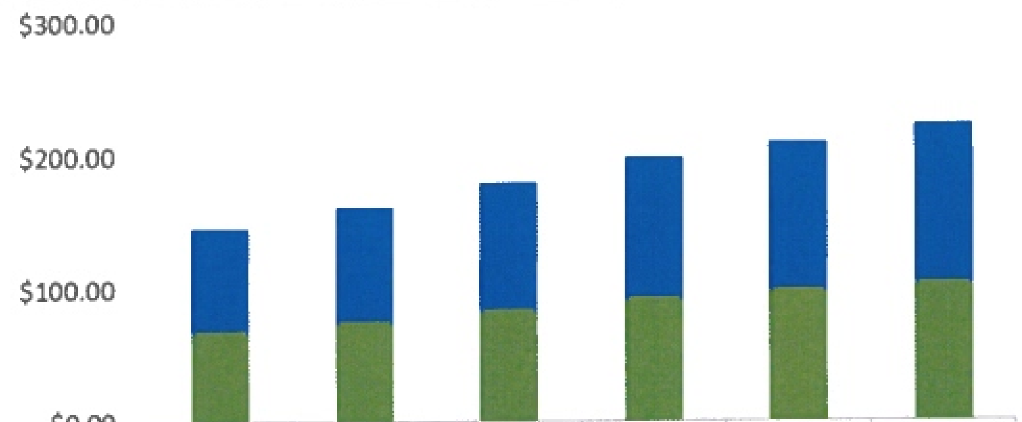


	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Water	$77.10	$87.51	$99.32	$110.05	$116.87	$124.12
Sewer	$68.64	$77.91	$88.42	$97.97	$104.05	$110.50
Total	$145.74	$165.41	$187.75	$208.02	$220.92	$234.62
Water Variance		$10.41	$11.81	$10.73	$6.82	$7.25
Sewer Variance		$9.27	$10.52	$9.55	$6.07	$6.45
Total Variance		$19.67	$22.33	$20.28	$12.90	$13.70

Note: Based on an even increase for water and sewer (13.5%)

SCENARIO 2 – TOTAL MONTHLY CUSTOMER BILL PROJECTION

Residential Inside ¾’”
5,500 gallons



	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Water	$77.10	$85.43	$94.65	$104.88	$111.17	$117.84
Sewer	$68.64	$76.05	$84.27	$93.37	$98.97	$104.91
Total	$145.74	$161.48	$178.92	$198.24	$210.14	$222.75
Water Variance		$8.33	$9.23	$10.22	$6.29	$6.67
Sewer Variance		$7.41	$8.21	$9.10	$5.60	$5.94
Total Variance		$15.74	$17.44	$19.32	$11.89	$12.61

Note: Based on an even increase for water and sewer (10.8%)

SCENARIO 2 - WATER RATE DESIGN

RESIDENTIAL	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	*431*	$ 56.34	$ 62.42	$ 69.17	$ 76.64	$ 81.23	$ 86.11
Volumetric Rates (per kGal)							
0 - 2,000		$ -	$ -	$ -	$ -	$ -	$ -
2,001 – 5,000		5.36	5.94	6.58	7.29	7.73	8.19
5,001 +		9.36	10.37	11.49	12.73	13.50	14.31

SCENARIO 1 - WATER RATE DESIGN

Continued

SMALL BUSINESS*	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	41	$ 75.41	$ 86.33	$ 97.98	$ 108.56	$ 115.29	$ 122.44
Volumetric Rates (per kGal)							
0 - 2,000		$ -	$ -	$ -	$ -	$ -	$ -
2,001 +		7.91	8.98	10.19	11.29	11.99	12.73

*Re-named Small Commercial

RETAIL BUSINESS*	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	2	$ 378.58	$ 86.33	$ 97.98	$ 108.56	$ 115.29	$ 122.44
Volumetric Rates (per kGal)							
0 - 2,000		$ -	$ -	$ -	$ -	$ -	$ -
2,001 - 5,000		-	8.98	10.19	11.29	11.99	12.73
5,001 – 15,000		7.91	8.98	10.19	11.29	11.99	12.73
15,001 +		9.08	8.98	10.19	11.29	11.99	12.73

*Re-named Small Commercial

SCENARIO 1 - WATER RATE DESIGN

Continued

LARGE COMMERCIAL*	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	14	$ 468.56	$ 497.70	$ 564.89	$ 625.89	$ 664.70	$ 705.91
Volumetric Rates (per kGal)							
0 - 50,000		$ -	$ -	$ -	$ -	$ -	$ -
50,001 +		8.77	9.95	11.30	12.52	13.29	14.12

*Formerly Commercial

MULTI-FAMILY	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	7	$1,373.80	$1,493.09	$1,694.66	$1,877.68	$1,994.10	$2,117.73
Volumetric Rates (per kGal)							
0 - 5,000		$ -	$ -	$ -	$ -	$ -	$ -
5,001 +		9.08	10.31	11.70	12.96	13.76	14.62

SCENARIO 1 - SEWER RATE DESIGN

RESIDENTIAL	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	*1,500*	$ 68.64	$ 77.91	$ 88.42	$ 97.97	$ 104.05	$ 110.50
Volumetric Rates (per kGal)							
0 - 6,500		$ -	$ -	$ -	$ -	$ -	$ -
6,501 +		11.60	-	-	-	-	-

SCENARIO 1 - SEWER RATE DESIGN

Continued

SMALL BUSINESS*	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	43	$ 105.55	$ 131.66	$ 149.43	$ 165.57	$ 175.84	$ 186.74
Volumetric Rates (per kGal)							
0 - 10,000		$ -	$ -	$ -	$ -	$ -	$ -
10,001 +		11.60	13.17	14.94	16.56	17.58	18.67

*Re-named Small Commercial

RETAIL BUSINESS*	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	2	$ 160.86	$ 131.66	$ 149.43	$ 165.57	$ 175.84	$ 186.74
Volumetric Rates (per kGal)							
0 - 10,000		$ -	$ -	$ -	$ -	$ -	$ -
10,001 - 15,000		-	13.17	14.94	16.56	17.58	18.67
15,001 +		11.60	13.17	14.94	16.56	17.58	18.67

*Re-named Small Commercial

SCENARIO 1 - SEWER RATE DESIGN

Continued

LARGE COMMERCIAL*	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	7	$ 527.50	$ 658.30	$ 747.17	$ 827.86	$ 879.19	$ 933.70
Volumetric Rates (per kGal)							
0 - 50,000		$ -	$ -	$ -	$ -	$ -	$ -
50,001 +		11.60	13.17	14.94	16.56	17.58	18.67

*Previously Commercial

MULTI-FAMILY	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	7	$ 560.64	$ 658.30	$ 747.17	$ 827.86	$ 879.19	$ 933.70
Volumetric Rates (per kGal)							
0 - 50,000		$ -	$ -	$ -	$ -	$ -	$ -
50,001 +		11.60	13.17	14.94	16.56	17.58	18.67

SCENARIO 2 - WATER RATE DESIGN

RESIDENTIAL	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	*431*	$ 56.34	$ 62.42	$ 69.17	$ 76.64	$ 81.23	$ 86.11
Volumetric Rates (per kGal)							
0 - 2,000		$ -	$ -	$ -	$ -	$ -	$ -
2,001 – 5,000		5.36	5.94	6.58	7.29	7.73	8.19
5,001 +		9.36	10.37	11.49	12.73	13.50	14.31

SCENARIO 2 - WATER RATE DESIGN

Continued

SMALL BUSINESS*	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	41	$ 75.41	$ 84.27	$ 93.37	$ 103.46	$ 109.67	$ 116.25
Volumetric Rates (per kGal)							
0 - 2,000		$ -	$ -	$ -	$ -	$ -	$ -
2,001 +		7.91	8.76	9.71	10.76	11.41	12.09

*Re-named Small Commercial

RETAIL BUSINESS*	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	2	$ 378.58	$ 84.27	$ 93.37	$ 103.46	$ 109.67	$ 116.25
Volumetric Rates (per kGal)							
0 - 2,000		$ -	$ -	$ -	$ -	$ -	$ -
2,001 - 5,000		-	8.76	9.71	10.76	11.41	12.09
5,001 – 15,000		7.91	8.76	9.71	10.76	11.41	12.09
15,001 +		9.08	8.76	9.71	10.76	11.41	12.09

*Re-named Small Commercial

SCENARIO 2 - WATER RATE DESIGN

Continued

LARGE COMMERCIAL*	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	14	$ 468.56	$ 485.86	$ 538.33	$ 596.47	$ 632.26	$ 670.19
Volumetric Rates (per kGal)							
0 - 50,000		$ -	$ -	$ -	$ -	$ -	$ -
50,001 +		8.77	9.72	10.77	11.93	12.65	13.40

*Formerly Commercial

MULTI-FAMILY	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	7	$1,373.80	$1,457.57	$1,614.99	$1,789.41	$1,896.78	$2,010.58
Volumetric Rates (per kGal)							
0 - 5,000		$ -	$ -	$ -	$ -	$ -	$ -
5,001 +		9.08	10.06	11.15	12.35	13.09	13.88

SCENARIO 2 - SEWER RATE DESIGN

RESIDENTIAL	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	*1,500*	$ 68.64	$ 76.05	$ 84.27	$ 93.37	$ 98.97	$ 104.91
Volumetric Rates (per kGal)							
0 - 6,500		$ -	$ -	$ -	$ -	$ -	$ -
6,501 +		11.60	12.85	14.24	15.78	16.73	17.73

SCENARIO 2 - SEWER RATE DESIGN

Continued

SMALL BUSINESS*	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	43	$ 105.55	$ 128.53	$ 142.41	$ 157.79	$ 167.26	$ 177.29
Volumetric Rates (per kGal)							
0 - 10,000		$ -	$ -	$ -	$ -	$ -	$ -
10,001 +		11.60	12.85	14.24	15.78	16.73	17.73

*Re-named Small Commercial

RETAIL BUSINESS*	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	2	$ 160.86	$ 128.53	$ 142.41	$ 157.79	$ 167.26	$ 177.29
Volumetric Rates (per kGal)							
0 - 10,000		$ -	$ -	$ -	$ -	$ -	$ -
10,001 - 15,000		-	12.85	14.24	15.78	16.73	17.73
15,001 +		11.60	12.85	14.24	15.78	16.73	17.73

*Re-named Small Commercial

SCENARIO 2 - SEWER RATE DESIGN

Continued

LARGE COMMERCIAL*	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	7	$ 527.50	$ 642.64	$ 712.05	$ 788.95	$ 836.28	$ 886.46
Volumetric Rates (per kGal)							
0 - 50,000		$ -	$ -	$ -	$ -	$ -	$ -
50,001 +		11.60	12.85	14.24	15.78	16.73	17.73

*Formerly Commercial

MULTI-FAMILY	# of Accts	Current	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Minimum Monthly Fee							
All Units	7	$ 560.64	$ 642.64	$ 712.05	$ 788.95	$ 836.28	$ 886.46
Volumetric Rates (per kGal)							
0 - 50,000		$ -	$ -	$ -	$ -	$ -	$ -
50,001 +		11.60	12.85	14.24	15.78	16.73	17.73

CITY COUNCIL

MEETING MINUTES
CITY COUNCIL WORK SESSION AT 5:30 PM FOLLOWED BY REGULAR COUNCIL MEETING AT 7:00 PM.
JULY 27, 2026

1. WORK SESSION:

1.1. Call to order.

Mayor Galaviz called the work session to order at 5:34pm.

1.2. Fiscal Year 26-27 Budget Presentations for Police Department.

Chief McGinty presented.

1.3. Budget Review from Finance Director

Update by Finance Director, Becky Wilkins.

1.4. Discussion regarding tax rates from Finance Director
Update by Finance Director, Becky Wilkins.

1.5. Discuss Water and Sewer Rates and existing study

Discussion only.

1.6. Discuss City of Venus Master Fee Schedule.

Discussion only.

1.7. Discuss regular session agenda items.
Discussed items 8.3 and 8.4.

1.8. Adjourn.

Mayor galaviz adjourned the work session at 7:00 pm.

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

Mayor Galaviz called the meeting to order at 07:11 PM. The City Attorney, Halla gave the Invocation, and all led the Pledge of Allegiance and Pledge of the Texas Flag.
Councilmembers present: Alejandro Galaviz, Teresa Hoffman, Tony Bovinich, Michelle Hamm, Alicia Rosales, and Raymond Jackman.
Staff present: James Hawthorne, City Attorney, Callie Driggars, Melissa Westen,

Chief McGinty, Chief Hargrove, Becky Wilkins, Scott Williams, Oscar Ortiz and Ron Hearn.

3. 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.

4. 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.

1. Emily Ledesma - 309 Newfield — Spoke in favor of funding the community Library.
2. Sofia Delarosa — 316 Patton Lane — A girl Scout, and she spoke in favor of the community Library.
3. Sallor Moseley — 11205 Pikes Peak — A girl Scout, and she spoke in favor of the community Library.
4. Lily Mitchell — 11117 Pikes Peak — A girl Scout, and she spoke in favor of the community Library.

5. Consent Agenda:

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

5.1. Approval of meeting minutes for regular meeting on July 13, 2026.

5.2. Monthly report for May 2026

5.3. Monthly report for June 2026

5.4. Quarterly Investment Report

I make a motion to approve the consent agenda as presented.
Moved by: Raymond Jackman
Seconded by: Tony Bovinich
For: Unanimous. Motion carried Yes 5, No 0, Abstained 0.

6. Presentation and Proclamations:

6.1. Presentation of Certificate of Appreciation to Brookshire Brothers.

Julie Copeland, Vice President of the Chamber of Commerce presented, along with the City Council, a Certificate of Appreciation to Brookshire Brothers.

6.2. Presentation by the Venus Independent School District on the library. Kathryn Roberts with the Venus ISD Library presented.

7. Public Hearings and Action Items:

None.

8. 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).

8.1. Discuss and consider an amount to donate to the Venus independent School District for the Library. (Councilmember Rosales)

No action was taken. Direction was given to staff.

8.2. Discuss and consider an appointment for Place 4 on the Venus Community Service Development Corporation.(Mayor Pro Tem, Hamm)

No action was taken.

8.3. Discuss and consider amending Individual Project Order (IPO) with Kimley Horn and Associates

I make a motion to approve the amended IPO as presented.
Moved by: Tony Bovinich
Seconded by: Raymond Jackman
For: Unanimous. Motion carried Yes 5, No 0, Abstained 0.

8.4. Discuss and consider adoption of the City of Venus Water Master Plan.

I make a motion to accept the City of Venus Water Master Plan.
Moved by: Alicia Rosales
Seconded by: Tony Bovinich
For: Unanimous. Motion carried Yes 5, No 0, Abstained 0.

9. 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:

None.

10. Adjournment:

Mayor Galaviz adjourned the meeting at 07:57 PM.

____
Mayor

____
City Secretary

CERTIFICATE
OF RECOGNITION

PRESENTED TO

Whatapotty Services LLC

ALVARADO, TX

In sincere recognition of being a

VALUED COMMUNITY PARTNER

Thank you for your continued support, generosity,
and commitment to the Venus community.
Together we make Venus a better place to live.

Together,

STRONGER COMMUNITY.
BRIGHTER FUTURE.

CITY OF VENUS

CHAMBER Venus, Texas OF COMMERCE

Thank You!

VENUS CHAMBER
OF COMMERCE

Planning Department

STAFF REPORT

TO: City Council

FROM: Planning Staff

DATE: August 10, 2026

SUBJECT: **PUBLIC HEARING AND ORDINANCE PROVIDING FOR THE ANNEXATION OF 155.111 ACRES OUT OF THE RADFORD BERRY SURVEY, ABSTRACT 26, JOHNSON COUNTY, TEXAS; 202 E HIGHWAY 67, VENUS, TEXAS 76084. (ANNEX2026-0001)**

LOCATION: The tract is located on the north side of E Highway 67, south and east of County Road 620. The tract has approximately 2,092.80 ft. of frontage along E Highway 67 with a depth of approximately 2,803.77 ft. for a tract size of 155.111 acres (6,756,641 sq. ft.)

PROPOSAL: The applicant is proposing annexation of the property into the City of Venus and is requesting AG (Agricultural) District. The initial zoning AG District will become effective upon the annexation of the tract into the City. A public high school is proposed for the subject property.

ADJACENT ZONING: Adjacent zoning to the north is unincorporated Johnson County, to the east is Planned Development (PD), single-family homes, and to the west, AG (Agricultural) zoning District, and unincorporated Johnson County.

LAND USE: The property is vacant.

HISTORY: The subject property is in the City of Venus's Extra Territorial Jurisdiction (ETJ). The request for annexation and initial zoning of the subject property was submitted on June 2, 2026.

Staff has not received any phone calls, emails, or letters in opposition to the voluntary annexation.

RECOMMENDATION: Staff recommends adoption of the ordinance for annexation of the property.

ORDINANCE NO. __________

AN ORDINANCE OF THE CITY COUNCIL OF VENUS, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY LEGALLY DESCRIBED AS BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND BEING A PART OF THE RADFORD BERRY SURVEY, ABSTRACT NUMBER 26, JOHNSON COUNTY TEXAS; A 155.111 ACRE TRACT OF LAND DESCRIBED IN DEED TO VENUS INDEPENDENT SCHOOL DISTRICT (VENUS ISD), AS RECORDED IN INSTRUMENT No. 2020-4665, DEED RECORDS OF JOHNSON COUNTY, TEXAS (D.R.J.C.T.); AND BEING ALL OF A CALLED 155.111 ACRE TRACT OF LAND INTO THE CITY OF VENUS, JOHNSON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS AND REGULATIONS OF THE CITY; ADOPTING A SERVICE PLAN; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES, AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Venus, Texas (“City”) is authorized, pursuant to Chapter 43.0671 of the Texas Local Government Code to annex territory and extend the corporate limits of the City, subject to state law (the “Property”); and

WHEREAS, on or about June 2, 2026, the property owner (“Applicant”) submitted a Petition for Voluntary Annexation to the City of Venus; and

WHEREAS, the City desires to approve said petition and annex certain territory described herein (the “Property”); and

WHEREAS, all of the Property described herein is contiguous to and within the exclusive extra territorial jurisdiction of the City; and

WHEREAS, all required notices, all public hearings, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, in accordance with Sections 43.0672 and 212.172 of the Texas Local Government Code, a Service Plan Agreement between the City and the Applicant was entered into for the area to be annexed, made available to the public and entered into previously with the owner of said Property, and is attached hereto and incorporated herein; and

WHEREAS, the City Council of the City of Venus, Texas finds and determines that annexation of the Property hereinafter described is in the best interests of the citizens of the City of Venus and the owners and residents of the area.

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. **Annexation.** That the following described territory, to wit:

All that certain tract of land being all that certain lot, tract or parcel of land, being 155.111 total acres, more or less, and situated in the Radford Berry Survey, Abstract Number 26, Johnson County, Texas, Texas and being all that certain called 155.111 acre tract of land (6,756,641 square feet), described in Deed to Venus Independent School District (VISD) and recorded in County Clerk's Instrument Number 2020-4665, real property records of Johnson County, Texas and more particularly described by metes and bounds in Exhibit A, and depicted in Exhibit B, which are incorporated herein by reference in this Ordinance as if fully recited.

Be and the same is hereby annexed into the City of Venus, Johnson and Ellis Counties Texas, and that the boundary limits of the City of Venus, Texas, be and the same are hereby extended to include the above-described territory within the city limits of Venus, and that the same shall hereafter be included within the territorial limits of said City and said land and the inhabitants thereof shall be hereafter entitled to all rights and privileges of all other citizens of the City of Venus, Texas, and shall be bound by the ordinances, resolutions, acts and regulations of the City.

SECTION 3. **Service Plan.** A written Service Plan is prepared in accordance with applicable provisions of State law pertaining to annexation is attached hereto as Exhibit C and is hereby incorporated herein by reference and adopted as part of this ordinance and the same shall govern the delivery of municipal services to the annexed territory.

SECTION 4. **Official Map.** The official map and boundaries of the City, previously adopted, are hereby amended to include the Property as part of the City of Venus. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. **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 6. **Cumulative Clause**. This Ordinance shall be cumulative if 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 7. **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 8. **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 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 ___day of August 2026.

APPROVED:

____
Alejandro Galaviz, Mayor

ATTEST:

____
Callie Driggars, City Secretary

EXHIBIT A
METES AND BOUNDS
155.111 ACRES

LEGAL DESCRIPTION:

BEGININNING at a 1/2 inch iron rod found at the northwest corner of said Venus ISD tract, also being the northerly corner of Tract One, described in deed to Westside Venus, LLC, a Texas limited liability company, as recorded in Instrument No. 2022-19626, D.R.J.C.T., also being in the southeast line of that certain tract of land described in deed to Virginio & Norma D. Ponce, as recorded in Volume 3637, Page 159, D.R.J.C.T.;

THENCE N 59° 12' 21" E, along the northwest line of said Venus ISD tract, a distance of 1,517.12 feet to a 1/2 inch iron rod found on the westerly line of County Road 620 (CR 620), also being on the Venus city limit line;

THENCE N 59° 57' 09" E, continuing along the northwest line of said Venus ISD tract, along said Venus city limit line, along the south line of Patriot Estates (Phase 7A), an addition to the City of Venus, Johnson County, Texas, according to the plat filed in Volume 11, Page 915, Plat Records of Johnson County, Texas (P.R.J.C.T.), a distance of 779.00 feet to a 1/2 inch iron rod found at the most northerly comer of said Venus ISD tract;

THENCE S 29° 19' 09" E, continuing along said Venus city limit line, along the northeast line of said Venus ISD tract, and along the south line of said Patriot Estates (Phase 7A), at a distance of 514.93 feet, passing a 5/8 inch iron rod with cap stamped "JACOBS" found at the most southerly southwest corner of said Patriot Estates (Phase 7A), an addition to the City of Venus, Johnson County, Texas, also being the northwest corner of Patriot Estates (Phase 5), an addition to the City of Venus, Johnson County, Texas, according to the plat recorded in Volume 10, Page 790, P.R.J.C.T., continuing along the west line of said Patriot Estates (Phase 5), along the west line of Patriot Estates (Phase 4), an addition to the City of Venus, Johnson County, Texas, according to the plat recorded in Volume 9, Page 557, P.R.J.C.T., and along the west line of Patriot Estates (Phase 1), an addition to the City of Venus, Johnson County, Texas, according to the plat recorded in Volume 9, Page 372, P.R.J.C.T., in all, a distance of 2,803.77 feet to the most easterly corner of said Venus ISD tract, also being in the north line of US Highway 67 (variable width right-of-way), and also being the south corner of said Patriot Estates (Phase 1);

THENCE S 65° 34' 34" W, continuing along said Venus city limit line, along the southeast line of said Venus ISD tract, and along the north line of said US Highway 67, a distance of 2,092.80 feet to a 4" disk TxDOT monument found at the beginning of a curve to the right, whose radius is 9,347.32 feet, and whose long chord bears S 66° 33' 59" W, a distance of 321.74 feet;

THENCE continuing along said Venus city limit line, along the southeast line of said

Venus ISD tract, along the north line of said US Highway 67, and along said curve in a southwesterly direction, through a central angle of 01° 58' 20", an arc length of 321.75 feet to the end of said curve;

THENCE N 34° 10' 41" W, leaving the southeast line of said Venus ISD tract and the north line of said US Highway 67, continuing along said Venus city limit line, passing over and across said Venus ISD tract, a distance of 541.83 feet;

THENCE S 68° 16' 10" W, continuing along said Venus city limit line, and continuing over and across said Venus ISD tract, a distance of 496.79 feet to the southwest line of said Venus ISD tract, also being in the northeast line of that certain tract of land described in deed to Rex Rankin, as recorded in Volune 1186, Page 721, D.R.J.C.T.;

THENCE N 53°10'57" W, continuing along said Venus city limit line, along the southwest line of said Venus ISD tract, and along the northeast line of said Rankin tract, a distance of 552.42 feet to the southeast line of said Tract One, also being in the approximate centerline of County Road 620;

THENCE N 49° 33' 15" E, continuing along said Venus city limit line, along the west line of said Venus ISD tract, along the southeast line of said Tract One, and along the approximate centerline of said County Road 620, a distance of 827.41 feet to a 1/2 inch iron rod found at the most easterly corner of said Tract One;

THENCE N 26 °38' 15" W, continuing along said Venus city limit line, along the west line of said Venus ISD tract, along the northeast line of said Tract One, and along the approximate centerline of said County Road 620, a distance of 1,274.28 feet to the **POINT OF BEGINNING** and containing 155.111 acres of land.

EXHIBIT 'B'
SURVEY

EXHIBIT 'C'
DEPICTED

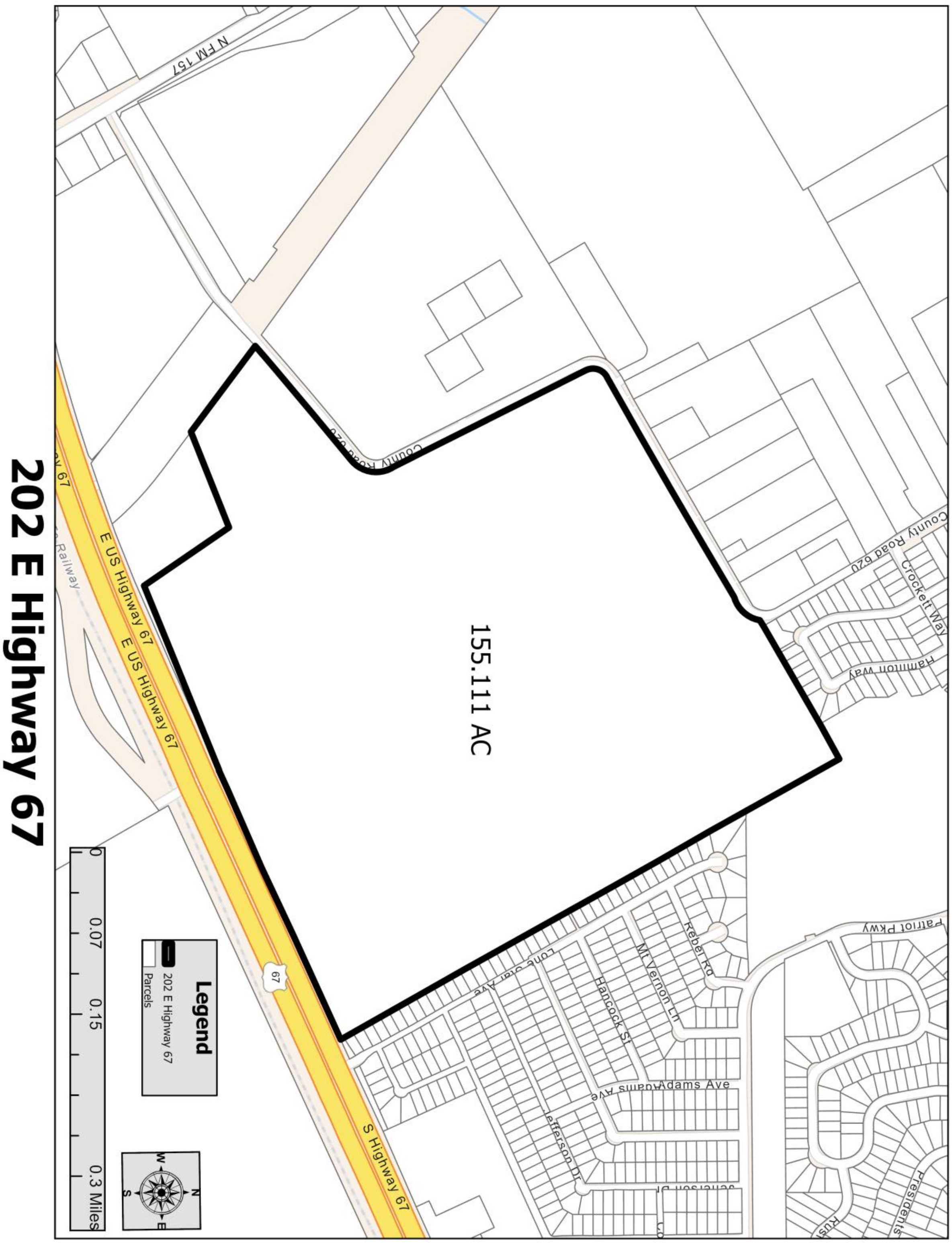


EXHIBIT 'D'
AERIAL

EXHIBIT 'E'
CITY OF VENUS, TEXAS
SERVICE PLAN AGREEMENT

Property Owner(s): ____

All that certain tract of land being all that certain lot, tract or parcel of land, being 155.111 total acres, more or less, and situated in the Radford Berry Survey, Abstract Number 26, Johnson County, Texas and being all that certain called 155.111 acre tract of land (6,756,641 square feet), described in Deed to Venus Independent School District (VISD) and in County Clerk's Instrument Number 2020-4665, real property records of Johnson County, Texas

CODE COMPLIANCE

Existing City Services: Yes.

City Services to be provided: The City will also provide Code Compliance services upon annexation to the area, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of this ordinance.

POLICE

Existing City Services: Yes.

City Services to be provided: The City's Police Department will patrol the area, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of this ordinance.

FIRE

Existing City Services: Yes.

City Services to be provided: The City's Fire Department will provide services upon annexation to the area, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of this ordinance.

EMERGENCY MEDICAL SERVICES

Existing City Services: The area is in the current service area of the City under an Inter Local Agreement with Johnson County ESD #1.

City Services to be provided: Emergency medical services shall continue to be provided to the area of annexation at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of this ordinance.

SOLID WASTE SERVICES

Existing City Services: Yes.

City Services to be provided: The City will also provide solid waste services through a franchise with Frontier Waste Solutions upon annexation to the area, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of this ordinance.

WATER SERVICE AND MAINTENANCE

Existing City Services: No.

City Services to be provided: Water service and maintenance to the water line(s) for the area will be provided by Mountain Peak Special Utility District unless the Certificate of Convenience and Necessity (CCN) for the area is released to the City of Venus. If such release occurs, water service to the area will be provided by the City of Venus upon completion of all necessary water mains and appurtenances sufficient to serve the area. Maintenance of the water system will be provided by the City in accordance with its standard extension ordinances, regulations, and rules subject to and consistent with applicable TCEQ requirements.

SANITARY SEWER SERVICE AND MAINTENANCE

Existing City Services: Yes.

City Services to be provided: Sanitary sewer service to the area will be provided by the City of Venus upon completion of all necessary infrastructure improvements; including gravity sewer lines and, if applicable, a lift station, if required to serve the property. Maintenance of the sanitary sewer system will be provided by the City in accordance with its standard extension ordinances, regulations, and rules, subject to and consistent with applicable TCEQ requirements.

MAINTENANCE OF ROADS AND STREETS

Existing City Services: Yes.

City Services to be provided: The City will maintain streets in accordance with the City's ordinances, regulations and rules. Following annexation, the City will provide routine maintenance of public roads and streets within the annexed area in their existing condition and configuration, consistent with the level of maintenance provided to comparable public streets within the City having similar classifications, construction, condition, land use, and traffic characteristics.

If a road or street is reconstructed or otherwise improved by the Owner or Developer in accordance with applicable City standards and formally accepted by the City, the City will thereafter maintain the accepted roadway improvements in accordance with its standard maintenance practices.

Annexation alone shall not obligate the City to reconstruct, widen, extend, upgrade, or otherwise make capital improvements to any road or street because of its existing condition or to accommodate development or a change in use of the property. Any roadway, drainage, access, turn-lane, traffic-control, or related improvements required as a result of development of the property, including school-related development, shall be designed and constructed at the sole expense of the Owner or Developer, to the extent permitted by law and in accordance with applicable City ordinances, regulations, and approved plans, unless otherwise approved by the City Council through a separate written agreement.

Any future City-funded reconstruction or capital improvement shall remain subject to the City's regular infrastructure prioritization, available funding, budgeting process, and City Council approval.

STREET LIGHTING

Existing City Services: No.

City Services to be provided: The City will coordinate any request for improved street lighting with the local electric provider in accordance with the standard ordinances, regulations, and rules, subject to and consistent with the City's participation policies.

The City of Venus will assist and coordinate with the applicable electric utility provider regarding requests for street lighting within the annexed area. The Owner or Developer expressly agrees to be responsible for all initial costs associated with the design, installation, extension, relocation, upgrade, or improvement of streetlights required or requested in connection with development of the property.

All street lighting improvements shall comply with applicable City ordinances, regulations, development standards, and electric utility provider requirements. Annexation alone shall not obligate the City to fund the installation, extension, relocation, upgrade, or improvement of street lighting within the annexed area. Following installation, responsibility for ongoing operation, electrical service charges, and maintenance shall be governed by the applicable electric utility provider's tariffs or agreements and the City's adopted policies.

BUILDING INSPECTION

Existing City Services: Yes.

City Services to be provided: The City of Venus and its designees will provide Building Inspection services upon annexation. This includes issuing building, mechanical, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulate building construction within the City of Venus.

PLANNING AND ZONING

Existing City Services: Yes.

City Services to be provided: The City is responsible for regulating development and land use through the administration of the City's Zoning Ordinance and this service will extend to this area on the effective date of the annexation. The area will also continue to be regulated under the requirements of the City's Subdivision Ordinance.

PARKS AND RECREATION FACILITIES

Existing City Services: Yes.

City Services to be provided: Upon the effective date of annexation, residents within the annexes area may utilize all park and recreation facilities of the City.

PUBLICLY OWNED FACILITIES

Existing City Services: Yes.

City Services to be provided: Upon the effective date of annexation, any publicly owned facility, building or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall maintained by the City of Venus.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City's established policies governing extension of municipal services to newly annexed areas.

Nothing in this agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Executed by each party herein below:

Passed and approved by the City of Venus, Texas, and executed by the Parties on this the ___ day of August 2026.

____
Alejandro Galaviz, Mayor
City of Venus

STATE OF TEXAS)

COUNTY OF JOHNSON AND ELLIS)

This instrument was acknowledged before me on August ____, 2026, by Alejandro Galaviz as Mayor for the City of Venus, Texas.

____

City Secretary, City of Venus

My commission expires: __________________

Applicant: _______________________

____

____

STATE OF TEXAS)

COUNTY OF JOHNSON)

This instrument was acknowledged before me on August ____, 2026, by ________________ for ______________.

____

Notary Public, State of Texas

My commission expires: __________________

AFFIDAVIT OF POSTING

I, Oscar Ortiz, City Planner with the City of Venus, certify that on July 14, 2026, I posted signage on the north side E US Highway 67 (202 E Highway 67) for the Planning & Zoning Commission Public Hearing on July 23, 2026, and City Council Public Hearing on August 10, 2026. I also certify that this sign will remain erected and visible from the public right-of-way until all Governing Body decisions are made. If, at any time the sign is not visible from the right-of-way, I certify I will correct the situation as quickly as possible.

The Legal Description is as follows:
RADFORD BERRY SURVEY, ABSTRACT 26, TRACT 13, 14.

Photographs of the property with this posting were taken and are attached hereto as Exhibit A.

Oscar Ortiz

Oscar Ortiz

Date: July 14, 2026

STATE OF TEXAS)
)**SS.**
JOHNSON COUNTY)

The foregoing instrument was acknowledged before me this 14 day of July, 2026, by Brooke Butler (name), Notary (title)

Witness my hand and official seal.

My commission expires: October 31, 2028.

(SEAL)

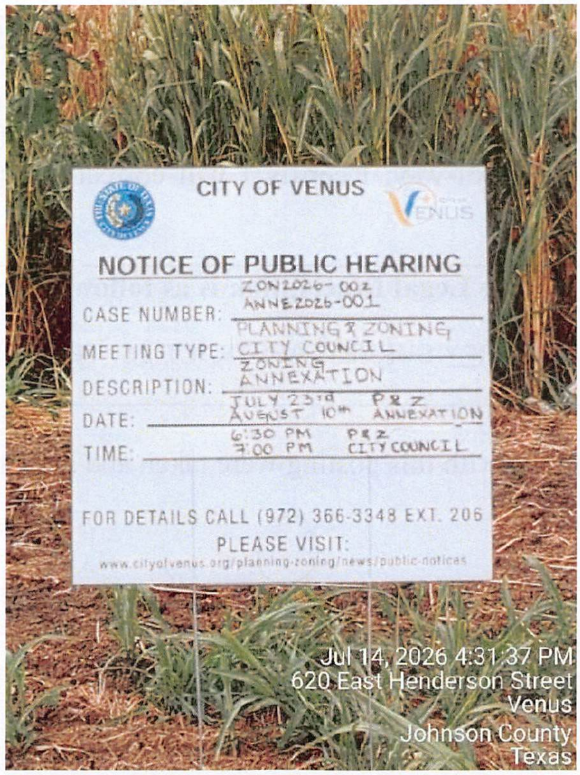
BROOKE BUTLER
Notary ID #135152849
My Commission Expires
October 31, 2028

NOTARY PUBLIC
STATE OF TEXAS

Brooke Butler

Notary Public

Exhibit A


CITY OF VENUS
VENUS
NOTICE OF PUBLIC HEARING
CASE NUMBER: ZON2026-002 ANNE2026-001
MEETING TYPE: PLANNING & ZONING CITY COUNCIL
DESCRIPTION: ZONING ANNEXATION
DATE: JULY 23rd P&Z AUGUST 10th ANNEXATION
TIME: 6:30 PM P&Z 7:00 PM CITY COUNCIL
FOR DETAILS CALL (972) 366-3348 EXT. 206
PLEASE VISIT:
www.cityofvenus.org/planning-zoning/news/public-notices
Jul 14, 2026 4:31:37 PM
620 East Henderson Street
Venus
Johnson County
Texas


Jul 14, 2026 4:31:44 PM
620 East Henderson Street
Venus
Johnson County
Texas

July 13, 2026

Dear Property Owner:

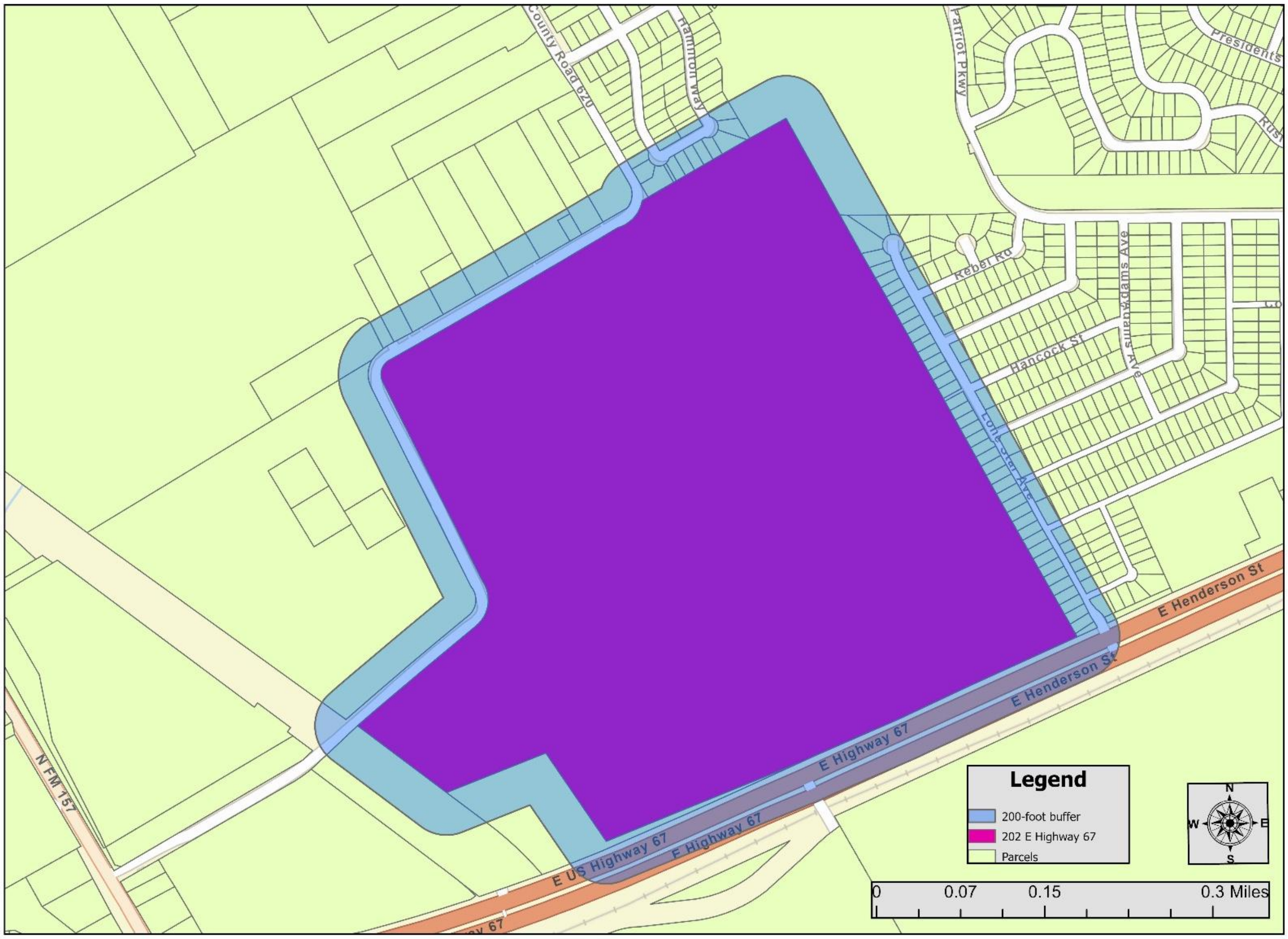
I am writing this letter to inform you of upcoming public hearings which you may be inclined to attend. The hearings provide residents specially neighboring landowners such as yourself, with the opportunity to voice an opinion on the proposed project to the Planning & Zoning Commission and City Council. 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:	**Annexation**: A request to voluntary annex a property into the City of Venus. **Zone Change**: A request for an initial zoning designation for the use of the property.
Summary:	**Request:** Request for approval of an initial zoning for approximately 155.111-acre parcel of land, known as 202 E Highway 67, to AG (Agriculture) District. The purpose of this request is to allow the construction of the Venus Independent School District High School. **Request:** Request for voluntary annexation for approximately 155.111- acre parcel of land, known as 202 E Highway 67.
Location/Site Plan:	Generally located on the north side of E Highway 67– *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 Hearing:	**July 23, 2026 at 6:30 pm (Planning and Zoning Commission)** **August 10, 2026 at 7:00 pm (City Council)** The hearing will take place at the Venus Civic Center, 210 S Walnut St. Venus, TX 76084.
Official Notice Publication:	July 11, 2026 on the Cleburne Times.
City Staff:	Oscar Ortiz, *City Planner* (972) 366-3348 extension 206 oortiz@cityofvenus.org
Applicant:	Venus Independent School District (VISD). Attention: Howard Gatewood, Superintendent 100 Student Dr. Venus, TX 76084 howard.gatewood@venusisd.net
Property Owner:	Same as above
Additional Info:	This review process allows the Planning Commission 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 as mentioned above for a final decision.

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

Best regards,
Oscar Ortiz, City Planner

Vicinity Map



202 E Highway 67

ORDINANCE NO. __________

AN ORDINANCE OF THE CITY COUNCIL OF VENUS, TEXAS, TO INSTITUTE VOLUNTARY ANNEXATION PROCEEDINGS FOR THE ROADWAY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF VENUS, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT "A," EXHIBIT "B," AND EXHIBIT "C" INTO THE CORPORATE LIMITS OF THE CITY OF VENUS, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; PROVIDING FOR THE INCORPORATION OF PREMISES; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES, AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; PROVIDING A SERVICE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Venus, Texas ("City") is authorized, pursuant to Chapter 43.0671 of the Texas Local Government Code to annex territory and extend the corporate limits of the City, subject to state law (the "Property"); and

WHEREAS, on or about June 2, 2026, the property owner ("Applicant") submitted a Petition for Voluntary Annexation to the City of Venus of a 155.111-acre tract of land; and

WHEREAS, said 155.111-acre tract of land is adjacent to County Road 620 in Johnson County, Texas; and

WHEREAS, pursuant to Section 43.106 of the Local Government Code, a municipality that proposes to annex any portion of a county road or territory that abuts a county road must also annex the entire width of the county road and the adjacent right-of-way on both sides of the county road; and

WHEREAS, the City desires to approve said petition and annex the property described herein (the "Property"); and

WHEREAS, all of the Property is contiguous to and within the exclusive extraterritorial jurisdiction of the City; and

WHEREAS, all required notices, all public hearings, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, the City Council of the City of venus finds and determines that annexation of the Property is in the best interests of the citizens of the City of Venus and the owners and residents of the area.

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 incorporated herein by reference.

SECTION 2. **Annexation.** That the Property legally described in Exhibit A, Exhibit B, and Exhibit C is hereby annexed into the City of venus, Johnson County, Texas, and that the boundary limits of the City of Venus, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of Venus, and that same shall hereafter be included within the territorial limits of said City.

SECTION 3. **Official Map.** The official map and boundaries of the City, previously adopted, are hereby amended to include the Property as part of the City of Venus. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 4. **Mayor or City Administrator Authorization**. The Mayor or City Administrator is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance, including any corrections to the official map of the City to add the territory hereby annexed as required by law.

SECTION 5.**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 6. **Cumulative Clause**. This Ordinance shall be cumulative of all provisions of ordinances of the City of Venus except where the provisions of this Ordinance ae in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 7. **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 8. **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 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 10th day of August 2026.

APPROVED:

____
Alejandro Galaviz, Mayor

ATTEST:

____
Callie Driggars, City Secretary

EXHIBIT "A"

ANNEXATION DESCRIPTION

Being 1.198 acres of land, in two parts, situated in the Radford Berry Survey, Abstract No. 26, Johnson County, Texas, and being a portion of that certain tract of land described in deed to Venus Independent School District (Venus ISD), as recorded in Instrument No. 2020-4665, Deed Records of Johnson County Texas (D.R.J.C.T.), also being a portion of County Road 620 (CR 620); and being more particularly described by metes and bounds as follows:

Part 1

Being 1.044 acres of land situated in the Radford Berry Survey, Abstract No. 26, Johnson County, Texas, and being a portion of that certain tract of land described in deed to Venus Independent School District (Venus ISD), as recorded in Instrument No. 2020-4665, Deed Records of Johnson County Texas (D.R.J.C.T.), also being a portion of County Road 620 (CR 620); and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at a westerly comer of said Venus ISD tract, also being the most easterly comer of Tract One described in deed to Westside Venus LLC, according to Instrument No. 2022-19626, D.R.J.C.T., and also being an easterly comer of the Venus city limit line;

THENCE N 26°38'15" W, along the westerly line of said Venus ISD tract, along the northeast line of said Westside Venus LLC tract, and along the easterly line of said Venus's city limit line, a distance of 30.87 feet to the approximate centerline of said CR 620, also being the **POINT OF BEGINNING** of the hereinafter described tract of land;

THENCE N 26°38'15" W, continuing along the westerly line of said Venus ISD tract, along the northeast line of said Westside Venus LLC tract, along the easterly line of said Venus city limit line, and along the approximate centerline of said CR 620, passing over and across said CR 620, a distance of 1,243.41 feet to a 1/2 inch iron rod found at the most northerly west comer of said Venus ISD tract, also being the most northerly comer of said Westside Venus LLC tract, and also being a northerly comer of said Venus city limit line;

THENCE N 59°12'21" E, along the northwest line of said Venus ISD tract, and continuing over and across said CR 620, a distance of 1,475.33 feet to the easterly line of said CR 620, also being the beginning of a non-tangent curve to the right, whose radius is 154.08 feet, and whose long chord bears S 43°56'39" W, a distance of 93.64 feet;

THENCE leaving the northwest line of said Venus ISD tract, along the easterly line of said CR 620, passing over and across said Venus ISD tract, the following courses and distances:

Along said curve in a southwesterly direction, through a central angle of 35°22'43", and arc length of 95.14 feet to the end of said curve;

S 59°44'36" W, a distance of 1,288.09 feet to the beginning of a curve to the left, whose radius is 101.29 feet, and whose long chord bears S 14°39'17" W, a distance of 132.86 feet;

Along said curve in a southwesterly direction, through a central angle of 81°57'36", an arc length of 144.90 feet to the end of said curve;

S 27°11'06" E, a distance of 662.94 feet;

S 26°34'19" E, a distance of 404.03 feet to the beginning of a curve to the right, whose radius is 145.76 feet, and whose long chord bears S 14°06'16" E, a distance of 72.88 feet;

Along said curve in a southeasterly, through a central angle of 28°57'17", an arc length of 73.66 feet to the **POINT OF BEGINNING** and containing 1.044 acres of land.

Part2

Being 0.154 of an acre of land situated in the Radford Berry Survey, Abstract No. 26, Johnson County, Texas, and being a portion of that certain tract of land described in deed to Venus Independent School District (Venus ISD), as recorded in Instrument No. 2020-4665, Deed Records of Johnson County Texas (D.R.J.C.T.), also being a portion of County Road 620 (CR 620); and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at a westerly comer of said Venus ISD tract, also being the most easterly comer of Tract One described in deed to Westside Venus LLC, according to Instrument No. 2022-19626, D.R.J.C.T., and also being an easterly comer of the Venus city limit line;

THENCE S 49°33'15" W, along the west line of said Venus ISD tract, along the southeast line of said Westside Venus LLC tract, and along the easterly line of said Venus city limit line, a distance of 35.95 feet to the southeast line of said CR 620, also being the beginning of a non-tangent curve to the right, whose radius is 174.23 feet, and whose long chord bears S 40°21'47" W, a distance of 66.76 feet, also being the **POINT OF BEGINNING** of the hereinafter described tract of land;

THENCE leaving said Venus's city limit line, the westerly line of said Venus ISD tract, and the southeast line of said Westside Venus LLC tract, passing over and across said Venus ISD tract, along the southeast line of said CR 620, and along said curve in a southwesterly, through a central angle of 22°05'3 l", an arc length of 67.18 feet to the end of said curve;

THENCE S 49°52'53" W, continuing over and across said Venus ISD tract, along the southeast line of said CR 620, a distance of 724.09 feet to the southwest line of said Venus ISD tract, also being in the northeast line of that certain tract of land conveyed to Rex Ranking, according to the deed filed in Volume 1186, Page 721, D.R.J.C.T., also being in the east line of the Venus city limit line;

THENCE N 53°10'57" W, leaving the southerly line of said CR 620, along the southwest line of said Venus ISD tract, along the northeast line of said Rankin tract, and along the easterly line of said Venus city limit line, passing over and across said CR 620, a distance of 6.69 feet to the most westerly comer of said Venus ISD tract, also being in the approximate centerline of said CR 620, from which a MAG nail found bears S 49°33'15" W, a distance of 59.68 feet;

THENCE N 49°33'15" E, along the westerly line of said Venus ISD tract, along the southeast line of said Westside Venus LLC, along the easterly line of said Venus's city limit line, and along the approximate centerline of said CR 620, a distance of791.46 feet to the **POINT OF BEGINNING** and containing 0.154 of an acre of land.

EXHIBIT "B"

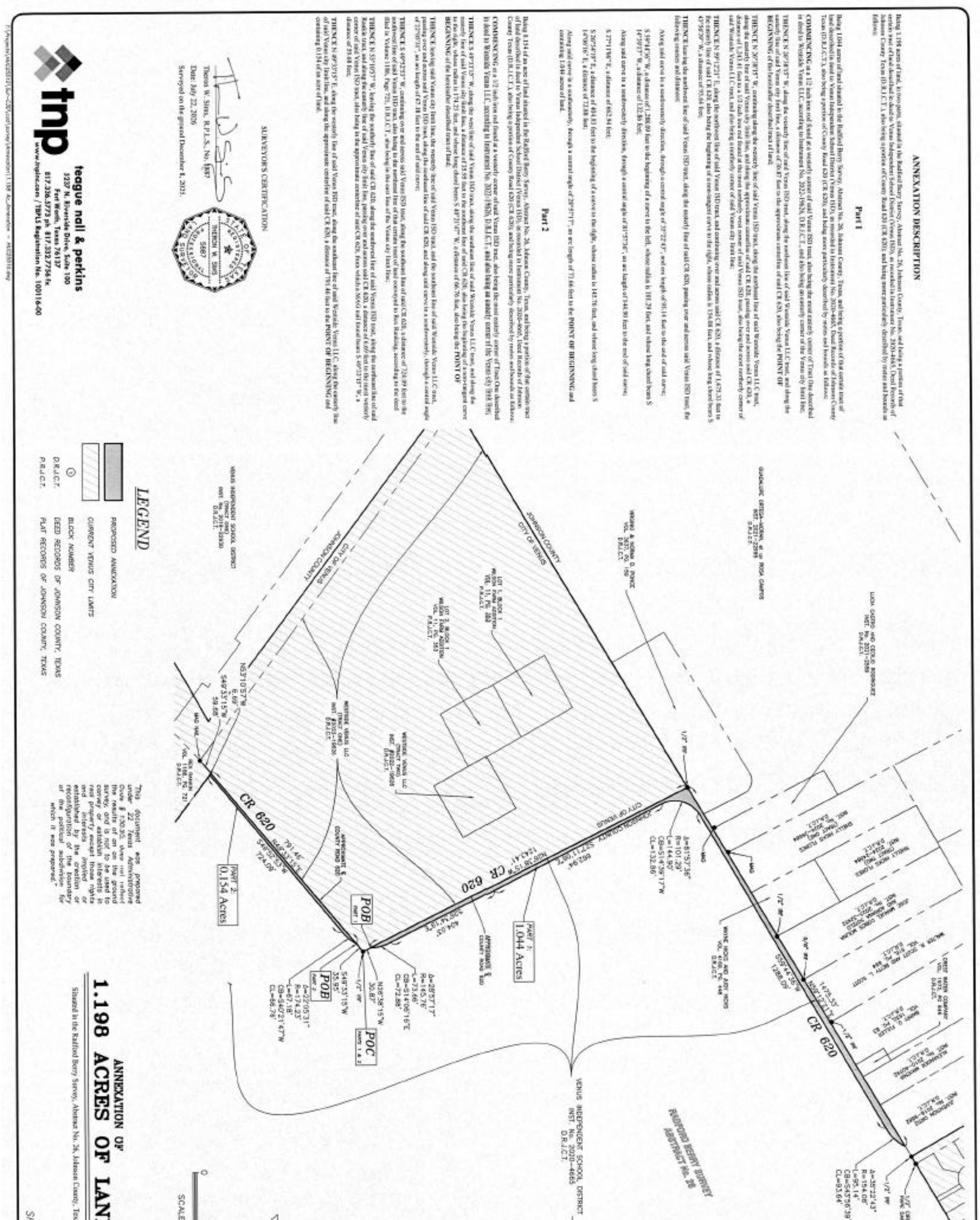
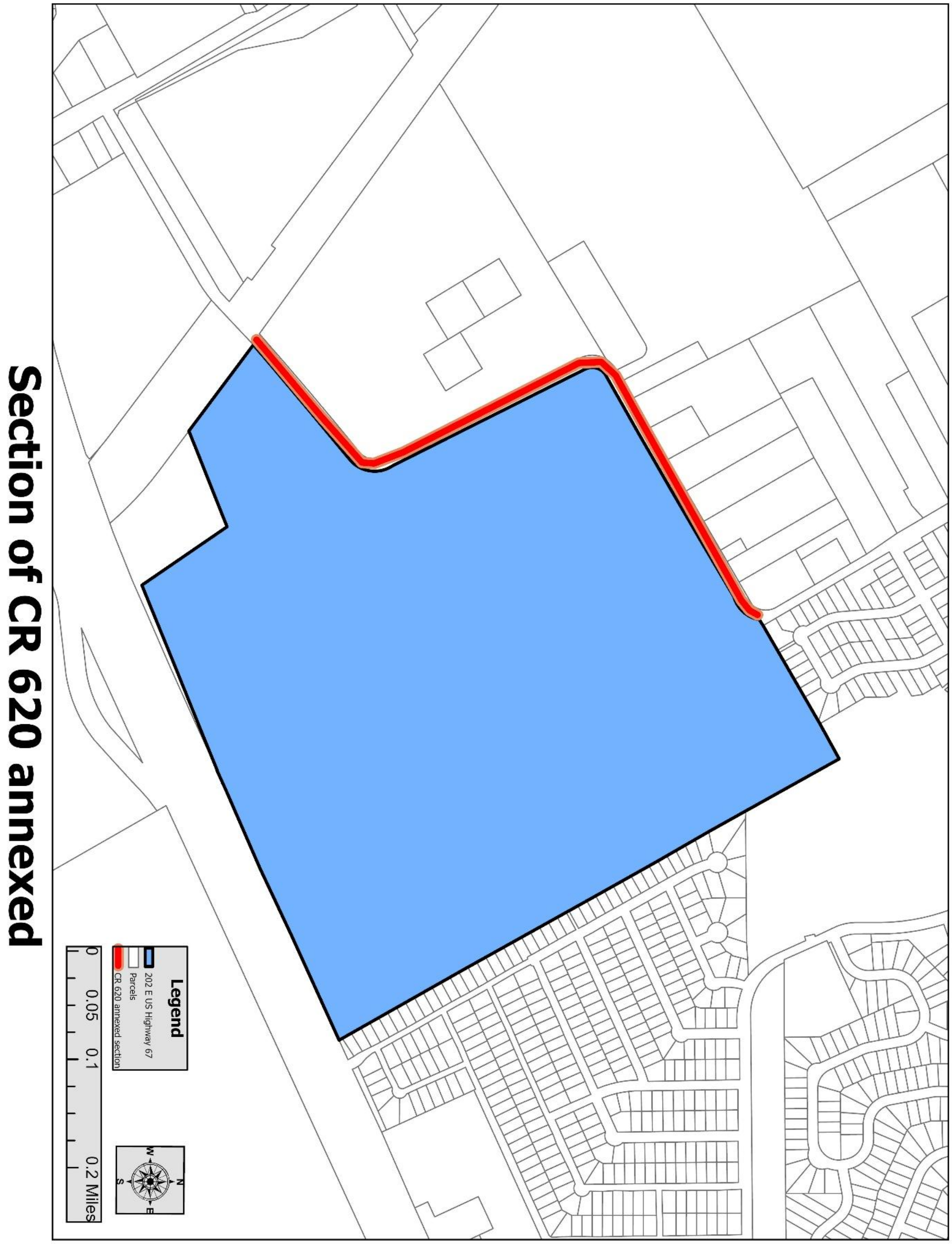

ANNEXATION DESCRIPTION
Part 1
Part 2
SURVEYOR'S CERTIFICATION
LEGEND
PROPOSED ANNEXATION
CURRENT VENUS CITY LIMITS
BLOCK NUMBER
D.R.J.C.T. DEED RECORDS OF JOHNSON COUNTY, TEXAS
P.R.J.C.T. PLAT RECORDS OF JOHNSON COUNTY, TEXAS
CR 620
PART 1 1.044 Acres
PART 2 0.154 Acres
POB
POC
RADFORD BERRY SURVEY ABSTRACT No. 26
VENUS INDEPENDENT SCHOOL DISTRICT INST. No. 2020-4665 D.R.J.C.T.
ANNEXATION OF
1.198 ACRES OF LAND
Situated in the Radford Berry Survey, Abstract No. 26, Johnson County, Texas
SCALE: 1"=200'
SHEET 1 OF 1
HUC 25510
teague nall & perkins

EXHIBIT "C"



Section of CR 620 annexed
Legend
202 E US Highway 67
Parcels
CR 620 annexed section
0 0.05 0.1 0.2 Miles
N
S
E
W

Planning Department

STAFF REPORT

TO: City Council

FROM: Planning Staff

DATE: August 10, 2026

SUBJECT: **INITIAL ZONING TO AG (AGRICULTURAL) DISTRICT: 155.111 ACRES OUT OF THE RADFORD BERRY SURVEY, ABSTRACT 26, JOHNSON COUNTY, TEXAS; 202 E HIGHWAY 67, VENUS, TEXAS 76084 (REZ2026-0002)**

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 E Highway 67, south and east of County Road 620. The tract has approximately 2,092.80 ft. of frontage along E Highway 67 with a depth of approximately 2,803.77 ft. for a tract size of 155.111 acres (6,756,641 sq. ft.)

PROPOSAL: The initial zoning is AG (Agricultural) zoning District to construct a public high school. A public school is permitted by right in the AG,

ADJACENT ZONING: Adjacent zoning to the north is unincorporated Johnson County, to the east is Planned Development (PD), single-family homes, and to the west, AG (Agricultural) zoning District, and unincorporated Johnson County.

LAND USE: The property is vacant.

COMPREHENSIVE PLAN: The City of Venus Comprehensive Plan designates the future use land as Public (Public Land). County Road 620 is included on the Master Thoroughfare Plan; it is designated as collector with 60 ft. of ROW. It is currently a road with two undivided lanes, no shoulders, no sidewalks and has a posted speed limit of 30 miles per hour. E US Highway 67 is designated by TxDOT as principal arterial with 225 ft. of ROW, and 65-foot median width. It is currently a road with two lanes on each direction, with 12-foot-shoulders and has a posted speed limit of 65 miles per hour.

DEVELOPMENT TRENDS: The development trend for this area along County Road 620 is residential.

ANALYSIS: The initial zoning allows flexibility to have agricultural uses and conforms as indicated on the City of Venus' Comprehensive Plan.

BACGROUND: On July 23, 2026. The P & Z Commission recommended approval voting 4 for and 0 against.

RECOMMENDATION: Staff recommends approval of the request, it aligns with the Comprehensive Plan.

ORDINANCE NO. __________

AN ORDINANCE OF THE CITY COUNCIL OF VENUS, TEXAS, JOHNSON AND ELLIS COUNTIES AUTHORIZING AN INITIAL ZONING TO AG (AGRICULTURAL) DISTRICT LOCATED AT 202 E HIGHWAY 67, VENUS, TEXAS 76084, BEING APPROXIMATELY 155.111 ACRES LEGALLY DESCRIBED AS BEING PART OF THE RADFORD BERRY SURVEY, ABSTRACT 26, JOHNSON COUNTY, TEXAS ("THE PROPERTY"); AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000) FOR EACH AND EVERY OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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, 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 REZ2026-0002. 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 initial zoning approval of the subject property to AG (Agricultural) 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) to AG (Agricultural) District. 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. **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 8. **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 10th day of August 2026.

APPROVED:

____
Alejandro Galaviz, Mayor

ATTEST:

____
Callie Driggars, City Secretary

EXHIBIT A
METES AND BOUNDS
155.111 ACRES

LEGAL DESCRIPTION:

BEGININNING at a 1/2 inch iron rod found at the northwest corner of said Venus ISD tract, also being the northerly corner of Tract One, described in deed to Westside Venus, LLC, a Texas limited liability company, as recorded in Instrument No. 2022-19626, D.R.J.C.T., also being in the southeast line of that certain tract of land described in deed to Virginio & Norma D. Ponce, as recorded in Volume 3637, Page 159, D.R.J.C.T.;

THENCE N 59° 12' 21" E, along the northwest line of said Venus ISD tract, a distance of 1,517.12 feet to a 1/2 inch iron rod found on the westerly line of County Road 620 (CR 620), also being on the Venus city limit line;

THENCE N 59° 57' 09" E, continuing along the northwest line of said Venus ISD tract, along said Venus city limit line, along the south line of Patriot Estates (Phase 7A), an addition to the City of Venus, Johnson County, Texas, according to the plat filed in Volume 11, Page 915, Plat Records of Johnson County, Texas (P.R.J.C.T.), a distance of 779.00 feet to a 1/2 inch iron rod found at the most northerly comer of said Venus ISD tract;

THENCE S 29° 19' 09" E, continuing along said Venus city limit line, along the northeast line of said Venus ISD tract, and along the south line of said Patriot Estates (Phase 7A), at a distance of 514.93 feet, passing a 5/8 inch iron rod with cap stamped "JACOBS" found at the most southerly southwest corner of said Patriot Estates (Phase 7A), an addition to the City of Venus, Johnson County, Texas, also being the northwest corner of Patriot Estates (Phase 5), an addition to the City of Venus, Johnson County, Texas, according to the plat recorded in Volume 10, Page 790, P.R.J.C.T., continuing along the west line of said Patriot Estates (Phase 5), along the west line of Patriot Estates (Phase 4), an addition to the City of Venus, Johnson County, Texas, according to the plat recorded in Volume 9, Page 557, P.R.J.C.T., and along the west line of Patriot Estates (Phase 1), an addition to the City of Venus, Johnson County, Texas, according to the plat recorded in Volume 9, Page 372, P.R.J.C.T., in all, a distance of 2,803.77 feet to the most easterly corner of said Venus ISD tract, also being in the north line of US Highway 67 (variable width right-of-way), and also being the south corner of said Patriot Estates (Phase 1);

THENCE S 65° 34' 34" W, continuing along said Venus city limit line, along the southeast line of said Venus ISD tract, and along the north line of said US Highway 67, a distance of 2,092.80 feet to a 4" disk TxDOT monument found at the beginning of a curve to the right, whose radius is 9,347.32 feet, and whose long chord bears S 66° 33' 59" W, a distance of 321.74 feet;

THENCE continuing along said Venus city limit line, along the southeast line of said Venus ISD tract, along the north line of said US Highway 67, and along said curve in a southwesterly direction, through a central angle of 01° 58' 20", an arc length of 321.75 feet to the end of said curve;

THENCE N 34° 10' 41" W, leaving the southeast line of said Venus ISD tract and the north line of said US Highway 67, continuing along said Venus city limit line, passing over and across said Venus ISD tract, a distance of 541.83 feet;

THENCE S 68° 16' 10" W, continuing along said Venus city limit line, and continuing over and across said Venus ISD tract, a distance of 496.79 feet to the southwest line of said Venus ISD tract, also being in the northeast line of that certain tract of land described in deed to Rex Rankin, as recorded in Volume 1186, Page 721, D.R.J.C.T.;

THENCE N 53°10'57" W, continuing along said Venus city limit line, along the southwest line of said Venus ISD tract, and along the northeast line of said Rankin tract, a distance of 552.42 feet to the southeast line of said Tract One, also being in the approximate centerline of County Road 620;

THENCE N 49° 33' 15" E, continuing along said Venus city limit line, along the west line of said Venus ISD tract, along the southeast line of said Tract One, and along the approximate centerline of said County Road 620, a distance of 827.41 feet to a 1/2 inch iron rod found at the most easterly corner of said Tract One;

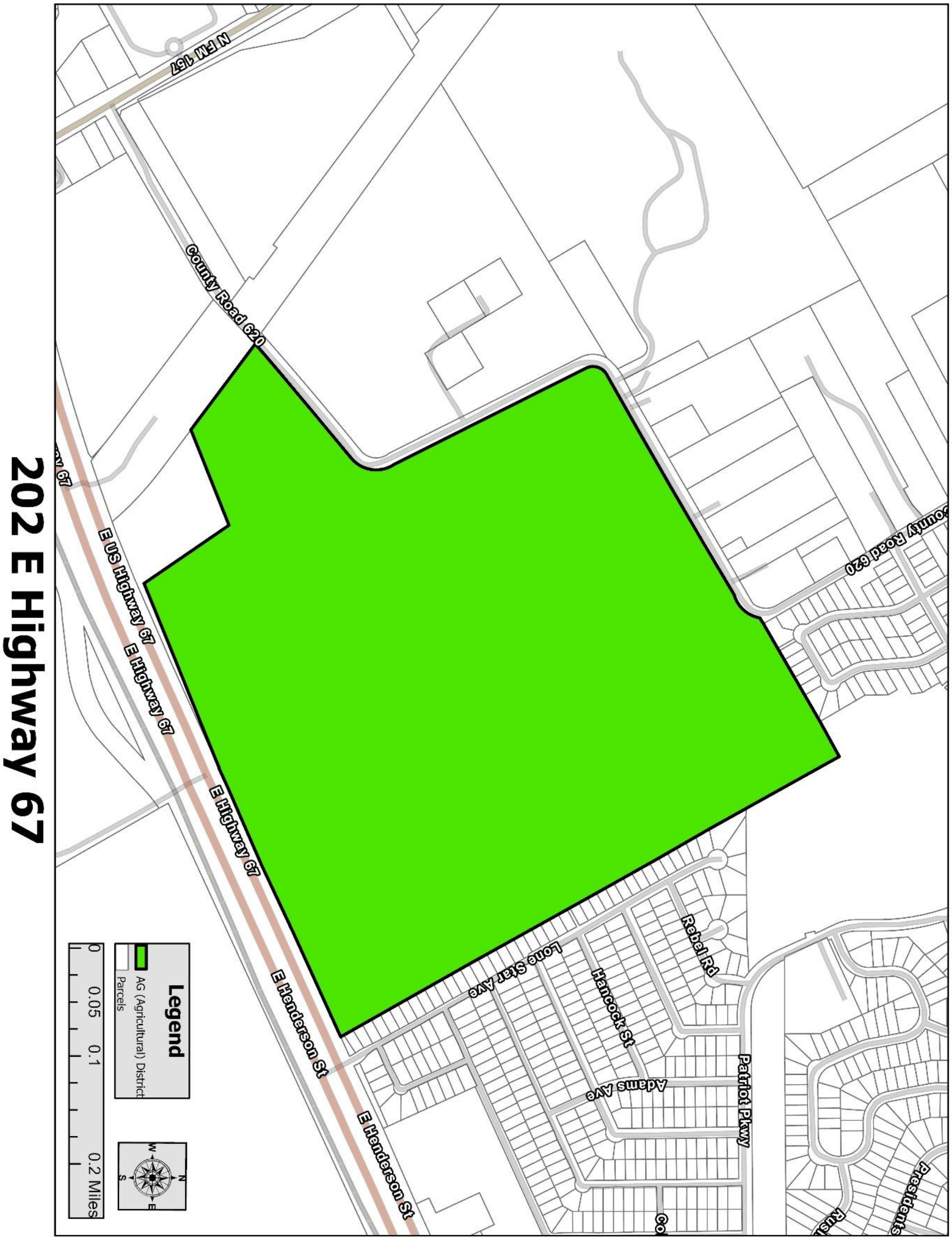
THENCE N 26 °38' 15" W, continuing along said Venus city limit line, along the west line of said Venus ISD tract, along the northeast line of said Tract One, and along the approximate centerline of said County Road 620, a distance of 1,274.28 feet to the **POINT OF BEGINNING** and containing 155.111 acres of land.

EXHIBIT B
SURVEY

EXHIBIT C
AERIAL

202 E Highway 67

EXHIBIT D
ZONING



ORDINANCE NO. __________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, AMENDING THE CODE OF ORDINANCES, BY AMENDING CHAPTER 36 "BOARDS, COMMISSIONS AND COMMITTEES", ARTICLE II "RULES AND PROCEDURES", SECTION 36-24, "QUALIFICATIONS OF BOARD MEMBERS", SUBSECTION (a), AND SECTION 36-51, "VENUS COMMUNITY DEVELOPMENT CORPORATION", SUBSECTION (b), AND SECTION 36-57, "BOARD OF ADJUSTMENT", SUBSECTION (c), AND SECTION 36-55 "SAME – ORGANIZATION AND MEMBERSHIP", SUBSECTION (a), BY REPEALING THEM IN THEIR ENTIRETY AND REPLACING THEM WITH NEW SECTIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to section 51.001 of the Texas Local Government Code, the City Council of the City of Venus has the authority to pass adopt, publish, amend, or repeal an ordinance, rule, or police regulation that: (1) is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and (2) is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality.

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

SECTION 1. Chapter 36, "Boards, Commissions and Committees", ARTICLE II. "Rules and Procedures", Section 36-24, "Qualifications of Members", subsection (a) and Section 36-51, "Venus Community Service Development Corporation (type B), subsection (b), and Section 36-57, "Board of Adjustment", subsection (c) are hereby repealed and replaced by new Chapter 36, "Boards, Commissions and Committees", ARTICLE II. "Rules and Procedures", Section 36-24, "Qualifications of Members", subsection (a) and Section 36-51, "Venus Community Service Development Corporation (type B), subsection (b), and Section 36-57, "Board of Adjustment", subsection (c), and Section 36-55, "Same – Organization and membership, subsection (a), and which shall read as follows:

"…

Chapter 36. Boards, Commissions and Committees

…

ARTICLE II. Rules and Procedures

…

Sec. 36-24. – Qualifications of Members.

(a) Unless stated to the contrary herein, each board or commission or committee member must reside within the corporate limits or in the extraterritorial jurisdiction of the city at the time of the appointment to the board or commission and must be a registered voter within the city, as depicted in appendix A, which is attached to the ordinance codified in this chapter and incorporated herein by reference.

…

Sec. 36-51. – Venus Community Service Development Corporation (Type B)

…

(b) In accordance with state law, the corporation shall consist of seven directors. All seven directors shall be residents of the city or the city's extraterritorial jurisdiction and shall be appointed by the city council according to place (for example, councilmember place 1 appoints board member place 1, and so forth), Each member of council, including the mayor, shall appoint, in accordance with the place each councilmember occupies, a member to the board, with the mayor appointing place 7. The sixth place on the board shall be appointed by the council at large. Each member of the board of directors shall serve at the pleasure of the city council for a term of two years. Each member of the board of directors shall be entitled to one vote upon the business of the corporation. Each term of each board member shall begin in June of the year they are appointed, regardless of when said board member is appointed, and run for two years and end on the 31st of May every two years.

…

Sec. 36-57 – Board of Adjustment

(c) The board shall consist of five members who are residents of the city or the city's extraterritorial jurisdiction, each to be appointed by the city council for a term of two years and removable for cause by the appointing authority upon written charges and after public hearing. The city council shall designate one member as chairperson. Vacancies shall be filled for the unexpired term of any member whose place becomes vacant for any cause, in the same manner as the original appointment was made.

…

Sec. 36-55. Same – Organization and membership

(a) All seven commissioners shall be residents of the city or the city's extraterritorial jurisdiction and also appointed by the city council according to place (for example, councilmember place 1 appoints board member place 1, and so forth). Each member of council, including the mayor, shall appoint, in accordance with the place each councilmember occupies, a member to the board, with the mayor appointing place 7. The sixth place on the board shall be appointed by the council at large. Each member of the board of commissioners shall serve at the pleasure of the city council for a term of two years. Each member of the board of commissioners shall be entitled to one vote upon the business of the commission. Each term of each board member shall begin in June of the year they are appointed, regardless of when said board member is appointed, and run for two years and end on the 31st of May every two years.

…"

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 provide.

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

PASSED AND APPROVED this 9th day of June 2025.

APPROVED:

By: ________________________________
Alejandro Galaviz, Mayor

ATTEST:

By: ________________________________
Callie Green, City Secretary

Item: 8.2.

ITEM REPORT

To: City Council
From:
Subject: Discuss and consider an Ordinance amending the Code of Ordinances by amending Chapter 36 "Boards and Commissions and Committees", Article II "Rules and Procedures", Section 36-24 "Qualifications of members" by adding subsection (d) prohibiting relatives from serving on the same board, commission or committee. (Mayor)
Department/Office: Administration

Summary:

Recommended Action:

Budget:

Attachments:
1. VENUS ordinance amending 36-24 nepotism

ORDINANCE NO. _________

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, AMENDING THE CODE OF ORDINANCES, BY AMENDING CHAPTER 36 "BOARDS, COMMISSIONS & COMMITTEES", ARTICLE II "RULES AND PROCEDURES", SECTION 36-24 "QUALIFICATION OF MEMBERS", BY ADDING SUBSECTION (d) PROHIBITING RELATIVES FROM SERVING ON THE SAME BOARD, COMMISSION OR COMMITTEE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after discussion and deliberation, the Council has determined for purposes of cohesion and simplicity, committee member terms should coincide with the council term of the official who appointed said committee member to said seat; and

WHEREAS, it is in the best interests of good government and the health, safety and welfare of the community to amend the Code of Ordinances.

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

SECTION 1. Chapter 36, "Boards, Commissions & Committees", ARTICLE II. "Rules and Procedures", Section 36-24 "Qualifications of members.", by adding subsection (b) and which shall read as follows:

"…

Chapter 36. Boards, Commissions & Committees

…

ARTICLE II. Rules and Procedures

…

Sec. 36-24. Qualifications of member

…

(d) No person related to: 1) an employee, 2) the mayor, any other member of the city council, or 3) any other board, commission or committee for which the applicant or nominee is being considered by that same board, commission or committee, within the first degree by consanguinity or affinity shall be eligible to serve any board, commission or committee of the City.

…"

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 provide.

SECTION 5. All recitals contained in this Ordinance are fully incorporated herein as if fully written.

PASSED AND APPROVED this 10th day of August 2026.

APPROVED:

By: ________________________________
Alejandro Galaviz, Mayor

ATTEST:

By: ________________________________
Callie Driggars, City Secretary

Item: 8.5.

ITEM REPORT

To:	City Council
From:	
Subject:	Discuss and consider an appointment for Place 4 on the Venus Community Service Development Corporation.(Mayor Pro Tem, Hamm)
Department/Office:	City Secretary

Summary:

Recommended Action:

Budget:

Attachments:
None

ARTICLE V. LANDSCAPING

Sec. 34-141. Purpose.

These landscaping regulations provide standards and criteria for new landscaping which are intended to promote the value of property, enhance the welfare, and improve the physical appearance of the city. The standards contained in this section are deemed to be minimum standards and shall apply to all new construction occurring within zoning districts R-1L, R-1, R-1S, R-2, R-3, R-4, CB, C-1, C-2, I-1, and I-2.

(Ord. No. 242-2001, § 26, 2-19-2001; Ord. No. 711-2020-10, § 16, 10-12-2020)

Sec. 34-142. Permits.

(a) No permits shall be issued for building, paving, grading or construction until a landscape plan is submitted and approved by the city. In the event that the proposed development requires an approved subdivision plat, site plan, or master development plan, no such final approval shall be granted unless a landscape plan is submitted and approved.

(b) Prior to the issuance of a certificate of occupancy of any building or structure, all screening and landscaping shall be in place in accordance with the landscape plan required in section 34-143.

(1) In any case in which a certificate of occupancy is sought at a season of the year in which the city determines that it would be impractical to plant trees, shrubs or grass, or to lay turf, a certificate of occupancy may be issued notwithstanding the fact that the landscaping required by the landscape plan has not been completed, provided the applicant posts a letter of credit or deposits cash in an escrow account in the amount of the estimated cost of such landscaping.

(2) Such letter of credit or escrow deposit shall be conditioned upon the installation of all landscaping required by the landscaping plan within six months of the date of the application and shall give the city the right to draw upon the letter of credit or escrow deposit to complete the said landscaping if the applicant fails to do so.

(Ord. No. 242-2001, § 26(A), 2-19-2001)

Sec. 34-143. Landscape plans.

(a) Prior to the issuance of a building, paving, grading, or construction permit for any use other than single-family dwellings, a landscape plan shall be submitted to the city. The city shall review such plans and shall approve same if the plans are in accordance with the criteria of these regulations. If the plans are not in accord, they shall be disapproved and shall be accompanied by a written statement setting forth the changes necessary for compliance.

(b) Landscaping plans shall be prepared by a landscape architect, landscape contractor or landscape designer knowledgeable in plants, materials and landscape design. Landscape plans shall contain the following information:

(1) Minimum scale of one inch equals 50 feet;

(2) Location of all trees to be preserved;

(3) Location of all plants and landscaping material to be used, including plants, paving, benches, screens, fountains, statues, or other landscape features;

(4) Species of all plant material to be used;

(5) Size of all plant material to be used;

(6) Spacing of plant material where appropriate;

(7) Layout and description of irrigation, sprinkler or water systems, including placement of water sources;

(8) Description of maintenance provisions for the landscape plan;

(9) Persons responsible for the preparation of the landscape plan.

(Ord. No. 242-2001, § 26(B), 2-19-2001)

Sec. 34-144. Minimum landscaping requirements.

(a) *Landscaping percentage for street yard area.* The street yard area is the area between the building front line and the front of the property (right-of-way) line. For all parcels with less than 250 feet of frontage adjacent to a dedicated public right-of-way, at least ten percent of the street yard shall be permanent landscape area. For all parcels having 250 feet or more of frontage, at least 15 percent of the street yard shall be permanent landscape area. The required landscaping shall consist of a mixture of plant materials consisting of grass and/or ground covers, plants, shrubbery and trees of a variety of sizes as approved on the landscape plan. The street yard shall be defined as the area between the building front and the front property line.

(b) *Landscaping adjacent to public rights-of-way.* A minimum ten-foot landscape buffer (interior parkway) adjacent to the public right-of-way of any public thoroughfare is required. Corner lots fronting on two thoroughfares shall be required to observe the ten-foot buffer on both frontages. All other street frontages shall observe a minimum five-foot landscape buffer. Developers shall be required to plant one large tree per 40 linear feet or portion thereof of street frontage. Trees may be grouped or clustered to facilitate site design. The landscaped portion of interior parkways may be included in the required street yard area percentage. The interior parkway is defined as that area on private property between the street right-of-way line and the curb of the parking area or building area.

(c) *Landscaping within off-street parking areas.* Landscape areas within off-street parking areas should generally be at least one parking space in size, with no landscape area less than 50 square feet in area. Landscape areas shall be no less than five feet wide and shall equal a total of at least 16 square feet per parking space. There shall be a landscaped area with at least one tree within 60 feet of every parking space. There shall be a minimum of one tree planted in the parking area for every ten parking spaces within parking lots with more than 20 spaces. Within parking lots, landscape areas should be located to define parking areas and assist in clarifying appropriate circulation patterns. A landscape island shall be located at the terminus of all parking rows, and should contain at least one tree. All landscape areas shall be protected by a monolithic curb or wheel stops and remain free of trash, litter, and car bumper overhangs.

(d) *Screening of parking areas adjacent to a public right-of-way.* At least 75 percent of the frontage of parking areas adjacent to a public right-of-way within the street yard shall be screened from public streets with evergreen shrubs attaining a minimum height of three feet or a low masonry wall or earthen berm of equal height. Use of a wall or earthen berm for parking lot screening should be accompanied with landscape planting in the form of low shrubs and ground cover to soften the appearance of the wall or earthen berm.

(e) *Percentage of overstory trees.* A minimum of 50 percent of the total trees required for the property shall be overstory trees as specified on the approved plant list. Accent trees shall be used under existing or proposed overhead utility lines.

(f) [*Driveways.*] Necessary driveways from the public right-of-way shall be permitted through all required landscaping in accordance with city regulations.

(g) *Residential buffer yards.* For any development in R-3, R-4, C-1, C-2, I-1, I-2 and H-I zoning districts which abut districts zoned residential or mobile home there shall be a minimum 20-foot-wide green belt of live plant material of the evergreen variety, planted on six-foot centers, for the entire distance along which the development abuts the residential or mobile home districts. Where a fire lane is required, the green belt may be reduced to ten feet.

(h) *Multifamily buffer yards.* For any development in C-1, C-2, I-1, I-2 zoning districts which abuts a district zoned multifamily there shall be a minimum 20-foot-wide green belt of live plant material of the evergreen variety, planted on six-foot centers, for the entire distance along which the development abuts the residential or multifamily districts. Where a fire lane is required, the green belt may be reduced to ten feet.

(Ord. No. 242-2001, § 26(C), 2-19-2001)

Sec. 34-145. General standards.

All required landscaped areas shall be completely covered with living plant material. Landscaping materials such as wood chips and gravel may be used under trees, shrubs, and other plants. Plant materials used in conformance with the provisions of this article shall conform to the standards of the American Standard for Nursery, or equal thereto. Grass seed, sod, and other material shall be clean and reasonably free of weeds and noxious pests and insects. The following criteria and standard shall apply to landscape materials and installation:

(1) *Trees.* Trees shall have an average spread of crown of greater than 15 feet at maturity. Trees having a lesser average mature crown of 15 feet may be substituted by grouping the same so as to create the equivalent of 15 feet crown of spread. Overstory trees shall be a minimum of three inches in caliper (measured six inches above the ground) and seven feet in height at time of planting. Accent trees shall be a minimum of one inch in caliper (measured six inches above the ground) and five feet in height at time of planting. The following list of trees may be used when landscaping:

Overstory Trees (range from 30 to 60 feet)	
Bald Cypress	*Taxodium distichum*
Cedar Elm	*Ulmus crassifolia*
Lacebark Elm	*Ulmus parvifolia*
Pecan	*Carya illinoensis*
Chinese Pistache	*Pistacia chinensis*
Bur Oak	*Quercus macrocarpa*
Red Oak	*Quercus shumardii*
Sweet Gum	*Liquidambar styraciflua*
Green Ash	*Fraxinus pensylvanica*
Live Oak	*Quercus virginiana*
Western Soapberry	*Sapindus drummondii*
Post Oak	*Quercus stellata*
Black Jack Oak	*Quercus marilandica*
Eastern Red Cedar	*Juniperus virginiana*
Southern Magnolia	*Magnolia grandiflora*
Slash Pine	*Pinus elliottii*
Japanese Black Pine	*Pinus thunbergii*
Austrian Pine	*Pinus nigra*
Afghan Pine	*Pinus eldarica*

Accent Trees (range from 10 to 20 feet)	
Redbud	*Cercis canadensis*
Crape myrtle	*Lagerstroemia indica*
Yaupon Holly	*flex vomitoria*
Bradford Pear	*Purus calleryana, Bradford*
Texas Sophora	*Sophora affinis*
Wild Plum	*Prunus americana*
Crab Apple	*Malus augustifolia*
Deciduous Holly	*Ilex decidua*
Flameleaf Sumac	*Rhus copallina*
Cherry Laurel	*Prunus caroliniana*
Chaste Tree	*Vitex agnus-castus*

(2) *Shrubs and hedges.* Shrubs and hedges shall be a minimum of one foot in height when measured immediately after planting. Hedges, where installed, shall be planted and maintained so as to form a continuous, unbroken, solid, visual screen, which will be two feet high within one year after time of planting. The following list of shrubs and hedges may be used when landscaping:

Shrubs and Hedges	
Dwarf Crape Myrtle	*Lagerstroemia indica nana*
Dwarf Burford Holly	*Ilex comuta, bar fordii nana*
Dwarf Chinese Holly	*Hex cornuta, rotunda*
Frasers Photinia	*Photinia fraseri*
Purple Sage	*Leucophyllum frutescens*
Purple Leaf Japanese Barberry	*Berberis thunbergii atropurpurea*
Pampas Grass	*Cortaderia selloana*
Nandina	*Nandina domestica*
Juniper Supp.	*Juniperus chinensis*
Fountain Grass	*Pennisetum sp.*

(3) *Ground covers.* Ground covers used in lieu of grass in whole and in part shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one year of planting. The following list of ground covers may be used when landscaping:

Ground Covers (ranges from 18 feet)	
Juniper Supp	*Juniperus horizontalis or procumbens*
Periwinkle	*Vinca major*
Liriope	*Liriope muscari*
Asian Jasmine	*Trachelospermum asiaticum*
Confederate Star Jasmine	*Trachelospermumjasminoides*

(4) *Vines.* Vines shall be a minimum of two feet in height immediately after planting and may be used in conjunction with fences, screens, or walls to meet screening requirements as specified. The following list of vines may be used when landscaping:

Vines

Coral Honeysuckle	*Lonicera sempervirens*
Carolina Yellow 7 Jasmine	*Gelsemium sempervirens*
Lady Banksia Rose	*Rosa baksiae*
Cross Vine	*Bignonia capreolata*
Sweet autumn clematis	*Clematis paniculata*
Virginia Creeper	*Parthenocissus qirinquefolia*
Boston Ivy	*Parthenocissus tricuspidata*

(5) *Grass.* Lawn grass areas may be sodded, plugged, sprigged, or seeded except that solid sod shall be used in swales, berms, or other areas subject to erosion.

(6) *Perennial and Annual Flowers.* The following list of plant materials may also be used when landscaping:

Perennial and Annual Flowers	
Chrysanthemum	*Chrysanthemum supp.*
Canna	*Canna generalis*
Copper Leaf	*Acalyopha Wilkesiana*
Periwinkle	*Catharanthus roseus*
Iris	*Iris supp.*
Lantana	*Lantana Camera*
Daffodil	Narcissus Jonquil, Tazetta and King Alfred
Petunia	*Petunia hybrida*
Marigold	*Tagetes supp.*
Tulip	*Tulipa supp.*
Zinnia	*Zinnia supp.*
Caladium	*Caladium hortulanum*
Pink Beauty	*Candidura*
Moss Rose or Portulaca	*Portulaca grandiflora*
Wild Flowers	

(Ord. No. 242-2001, § 26(D), 2-19-2001)

Sec. 34-146. Tree credits.

(a) Any trees preserved on a site meeting the herein specification may be credited toward meeting the tree requirement of any landscaping provision of this section according to the following table:

Circumference of Existing Tree at 4 to 5 feet Above Ground (in inches)	Credit Against Tree Requirement
6 to 8	1.0 tree
9 to 30	1.5 trees
31 to 46	2.0 trees
47 or more	3.0 trees

(b) Due to the limited height and size, mesquite trees will receive only 50 percent of the above credit for tree preservation. All other existing trees may receive credit if they are not on the city's approved plant material list but approved by the city. Should any required tree designated for preservation in the landscape plan, the owner shall replace the tree with a three-inch minimum caliper tree in accordance with the credits listed above. Tree circumference shall be measured 4½ feet above natural grade.

(Ord. No. 242-2001, § 26(E), 2-19-2001)

Sec. 34-147. Maintenance of landscaping.

All landscaping shall be the responsibility of the property owner. It shall be permanently maintained and shall have either an irrigation system installed, meeting all applicable requirements of the city, or shall be located within 75 feet of a bibcock, faucet, or other water source.

(1) Landscaped areas shall be kept free of trash, litter, weeds, and other such material or plants not a part of the landscaping.

(2) All plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year.

(3) Plant materials which die shall be replaced with plant material of similar variety and size.

(Ord. No. 242-2001, § 26(F), 2-19-2001)

Sec. 34-148. Sight distance and visibility.

Landscape planting shall not be erected or installed in such a manner as to interfere with traffic viewer or impose a safety hazard. Rigid compliance with these landscaping requirements shall not be such as to cause visibility obstructions and/or blind corners at intersections.

(1) Whenever an intersection of two or more public rights-of-way occurs, a triangular visibility area as described below shall be created. Landscaping within the triangular visibility area shall be designed to provide unobstructed cross-visibility at a level between three and six feet. Trees may be permitted in this area provided they are trimmed in such a manner that no limbs or foliage extends into the cross-visibility area. The triangular areas are:

   a. The areas of property on both sides of the intersection of an alley access way and public right-of-way shall have a triangular visibility area with two sides of each triangle being a minimum of ten feet in length from the point of intersection and the third side being a line connecting the ends of the other two sides.

   b. The areas of property located at a corner formed by the intersection of two or more public rights-of-way shall have a triangular visibility area with two sides of each triangle being a minimum of 25 feet in length from the point of intersection and the third side being a line connecting the ends of the other two sides.

(2) Landscaping, except required grass and low ground cover, shall not be located closer than three feet from the edge of any accessway pavement.

(3) In the event other visibility obstructions are apparent in the proposed landscape plan, as determined by the city, the requirements set forth in this section may be reduced to the extent to remove the conflict.

(Ord. No. 242-2001, § 26(I), 2-19-2001)

Sec. 34-149. Enforcement.

(a) The provisions of this section shall be administered and enforced by the city.

(b) If, at any time after the issuance of a certificate of occupancy, the approved landscaping is found to be in nonconformance to the standards and criteria of this section, the city shall issue notice to the owner, citing the violation and describing what action is required to comply with this section. The owner, tenant, or agent shall have 30 days from date of said notice to restore the landscaping as required. If the landscaping is not restored within the allotted time, such person shall be in violation of this chapter.

(Ord. No. 242-2001, § 26, 2-19-2001)

Secs. 34-150—34-159. Reserved.

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

INTERLOCAL COOPERATION AGREEMENT
FOR HOUSING CITY'S CLASS C MISDEMEANOR PRISONERS
FOR BUDGET YEAR 2026-2027

This Agreement is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County and the City of ____Venus________________, Texas (hereinafter "City"), a municipal corporation operating pursuant to the laws of the State of Texas and located in Johnson County.

WHEREAS, County and City desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes city and county governments within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

WHEREAS, County and City mutually desire to enter into an Agreement for the housing of certain prisoners.

NOW THEREFORE, for the mutual consideration herein stated, County and City agree as follows:

SECTION 1.
FACILITIES

1.1 **In General**. County represents and warrants that the facilities provided for detention of City prisoners meet the requirements of the Texas Commission on Jail Standards, and other applicable State and Federal law.

1.2 **Location and Operation of Facility**. County shall provide the detention services described herein at the Johnson County Jail in Cleburne, Texas. County will provide City and its Police Department with access to and use of the County Jail facilities for the holding and incarceration of City's prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors, including, but not limited to, adequate personnel necessary to supervise City prisoners, clothing, food, medical attention, and other appropriate necessities with respect to that number of prisoners. County agrees to provide City with access to and use of these facilities and services so long as such facilities are available and meet the requirements of the Texas Commission on Jail Standards, subject to the termination rights provided for herein.

SECTION 2.
GENERAL DUTIES OF COUNTY

2.1 **Class C Misdemeanor Only**. This Agreement shall apply only to City prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors. Incarceration of all other City prisoners is provided for under other Interlocal Agreements or state statutes.

2.2 **Housing and Care of Prisoners**. County agrees to accept and provide for the secure custody, care, and safekeeping of prisoners of the City under this Agreement in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. County shall provide housing, care, meals and routine medical services for such prisoners on the same basis as it provides for its own prisoners confined in its own jail.

SECTION 3.
MEDICAL SERVICES

3.1 **Payment.** The per-day rate under this Agreement covers only routine services, such as on-site sick call (when provided by on-site staff) and non-prescription over the counter and routine drugs and medical supplies. The City shall pay the County an amount equal to the amount the County is required to expend for medical services other than those routine medical services provided for by the per-day rate. However, County shall notify City prior to incurring medical expenses greater than seven hundred fifty dollars ($750.00) for any one prisoner.

3.2 **Excluded from Per-day Rate**. The per-day rate under this Agreement does not cover: 1) medical/health care services provided outside of the County's facility or by other than facility staff, 2) prescription drugs and treatments, 3) surgical or dental care, and 4) costs associated with any hospitalization of a prisoner, 5) treatment or services provided by persons or entities who are not employees or staff of the Johnson County Law Enforcement Center (JCLEC), including but not limited to entities or persons who come to the JCLEC to provide medical services.

3.3 **Prisoner Primarily Responsible for Costs**. 1) Any prisoner having health insurance or prescription drug coverage shall be required to use such coverage for any medical care provided when he or she is incarcerated by the County. As required by Article 104.002 of the Code of Criminal Procedure, the prisoner shall be primarily responsible for the cost of his or her medical care, and shall be obligated to the entity incurring the cost of the medical care, unless the prisoner fully pays for the cost of services received. 2) Johnson County is not responsible for collecting or attempting to collect or recover expenditures from an inmate as a condition of the requirement that the City pay the provider directly or reimburse Johnson County (at Johnson County's discretion) for expenditures for medical treatment, services or drugs pursuant to this Agreement. 3) City shall reimburse Johnson County for expenditures made by Johnson County without regard to whether Johnson County has attempted to collect from an inmate for medical costs or expenditures. City shall be primarily responsible for recovering or seeking to recover funds from an inmate or former inmate for expenditures made by City to Johnson County for payment for expenditures for medical services or drugs not provided by JCLEC as "routine services" as defined by Section 3.1.

3.4 **City to be Contacted**. When it becomes necessary for a prisoner to be hospitalized, the County shall contact the City through its Chief of Police or designated representative as soon as possible, to inform the City of the fact that the prisoner has been or is to be hospitalized and the nature of the illness or injury that has required the hospitalization. The County shall submit invoices for reimbursable medical services along with its regular monthly billings for detention services and such invoices shall be paid on the same terms as the regular monthly billings.

3.5 **Costs Billed to City**. It is understood and agreed that if the hospitalization of a prisoner is to be for a duration of more than 24-hours or the cost of medical care for hospitalization will or may, in the opinion of County or County's Sheriff, exceed $2,000.00, the County has the right, after notification of the Chief of Police or his designee, to arrange for the hospital or health care provider to bill the City directly for the costs of the hospitalization and/or medical care rather than the County paying the costs and billing the same to the City. If the hospital or health care provider refuses to bill the City directly, the City shall reimburse the County in accordance with Section 3.1 of this agreement.

3.6 **Medical Information**. The City shall provide the County with medical information for all prisoners sought to be transferred to the County's facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to each prisoner.

SECTION 4.
TRANSPORTATION AND OFF-SITE SECURITY

4.1 **Transportation**. The City is solely responsible for transportation of the prisoner to and from the County's facility and to and from required court appearances, except as provided herein. The County agrees to provide non-ambulance transportation for prisoners to and from local off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flights, etc.) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to the City by the County.

4.2 **Stationary Guard**. The County will provide stationary guard services as requested or required by the circumstances or by law for a prisoner admitted or committed to an off-site medical facility. City shall compensate the County for the standard hourly rate of County personnel providing stationary guard, which shall be billed by the County along with the regular monthly billing for detention services.

SECTION 5.
AVAILABLE JAIL SPACE

5.1 In the event that the County jail facility is at maximum capacity as a result of City or other prisoners, County reserves the right to require the removal or transfer of City's prisoners within eight hours after notice to City, in order to provide facilities for County prisoners, and County agrees to notify City as soon as possible when a City prisoner must be removed from County facilities because of capacity limits. In no event shall County be required to accept City's prisoners under the terms and conditions of this Agreement if the transfer of prisoners will cause County jail facilities to be in violation of the standards of the Texas Commission on Jail Standards. Nothing contained herein shall be construed to compel County to accept any prisoner if it would place County in violation of any law, regulation or court order; or if in the County Sheriff's opinion, it would create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and prisoners at the facility or result in possible violation of the constitutional rights of the prisoners housed at the facility.

SECTION 6.
PAYMENTS

6.1 **Per-day Rate**. The per-day rate for detention services under this Agreement is **$76.91** per prisoner per day. A day shall constitute any time during a twenty-four (24) hour period. A portion of any day shall count as a day under this Agreement, except that the City may not be billed for two days when a prisoner is admitted after 6:00 p.m. and removed the following morning before 12:00 noon. In that situation, the County will bill for the day of arrival, but not for the day of departure. A day shall constitute any time during a twenty-four-hour (24) period.

6.2 **Billing Procedure.** County shall submit an itemized invoice for the services provided each month to the City. Invoices will be submitted to the following by mail, facsimile transmission, or personal hand-delivery.

Police Department

____
Name of City

____
Street Address or P. O. Box

____
City, State and Zip Code

____
Email Address

6.3 **City Duties**. City shall make payment to County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Johnson County, Texas, and shall be remitted to:

Hon. Christopher Boedeker (or his successor to office)
Johnson County Judge
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the City under this Agreement.

SECTION 7.
TERM

7.1 **Term**. The term of this Agreement shall be from October 1, 2026 through September 30, 2027.

SECTION 8.
PRISONER SENTENCES

8.1 **Prisoner Sentences**. The County shall notify the City's Municipal Court of the confinement of persons incarcerated by the authority of the City. The County shall not be in charge of or responsible for the computation or processing of prisoners' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computation and record keeping shall continue to be the responsibility of City. It shall be the responsibility of City to notify County of any discharge date for a prisoner.

8.2 **Arraignments and Release Procedure.** The County will release prisoners of City only when such release is specifically requested in writing by the Chief of Police of the City, or his designee, or the City's Municipal Judge. City's Municipal Judge shall be available generally for magistrations of prisoners during regular business hours, Monday through Friday and Saturday mornings until 11:00 a.m. Preferred hours for magistrations are as follows: Monday 6:00 p.m. until 9:00 p.m., Tuesday 4:00 p.m. until 6:00 p.m., Wednesday 5:00 p.m. until 8:00 p.m., Thursday and Friday 6:00 p.m.

until 9:00 p.m., Saturday 8:00 a.m. until 11:00 a.m. It is contemplated that except in emergency situations, that City's Municipal Judge will not be requested or required to conduct magistrations in excess of once every twenty-four-hour (24) period

8.3 **City Responsibilities**. City accepts all responsibility for the calculations and determinations set forth above and for giving County notice of the same. City will adhere to the requirements of the Texas Code of Criminal Procedure regarding prisoners.

SECTION 9.
CONFINEMENT PROCEDURES

9.1 **County Responsibilities**. The County shall notify the City's Municipal Court by facsimile once every 24 hours of all City prisoners in custody. This shall be done either by sending copies of arrest reports or a list of prisoner names, date of birth, and charges. County shall be solely in charge of all control, techniques, sequences, procedures, means, and the coordination of all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of all properly delivered prisoners. The County shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligation of County stated in this agreement, and give all attention necessary for such proper supervision and direction. County will process all City prisoners through its identification procedures, and may, at its option, fingerprint and photograph all City prisoners booked into the County facility.

9.2 **City Responsibilities**. City agrees to bring with each prisoner delivered to the County facility all packets, jail cards, classification data and other information in the possession of City regarding each prisoner, and has the duty to advise County of any known dangerous propensities of each prisoner delivered to County.

SECTION 10.
LIAISON OFFICERS

10.1 **County Officer**. The County shall designate a suitable officer or peace officer to act on behalf of the County Sheriff, to serve as "Liaison Officer" for County with and between County and City. The Sheriff of County, or his designated substitute, shall insure the performance of all duties and obligations of County herein stated; and shall devote sufficient time and attention to the execution of said duties on behalf of County in full compliance with the terms and conditions of this Agreement, and shall provide immediate and direct supervision of all the County Sheriffs Office's employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement to the mutual benefit of County and City.

10.2 **City Officer**. City designates the City's Police Chief, or his designated substitute, to act on behalf of the City's Police Department, and to serve as "Liaison Officer" for City with and between County and City and its Police Department to ensure the performance of all duties and obligations of City herein stated, and shall devote sufficient time and attention to the execution of said duties on behalf of City in full compliance with the terms and conditions of this agreement, and shall provide immediate and direct supervision of the City Police Department employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of City and County.

SECTION 11.
LIABILITY

11.1 County agrees and accepts full responsibility for the acts, negligence, and/or omissions of all County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for County.

11.2 County agrees and accepts the duty and responsibility for the overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with City.

11.3 County understands and agrees that County, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of City.

11.4 City agrees and accepts full responsibility for the acts, negligence, and/or omissions of all City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for City.

11.5 City agrees and accepts the duty and responsibility for overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with County.

11.6 City understands and agrees that City, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of County.

SECTION 12.
NOTICE

12.1 **In General**. Notice to either party shall be in writing, and may be hand- delivered, or sent postage-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U. S. Mail in case of mailing.

12.2 **To City**. The address for City for all purposes of this Agreement and for all notices hereunder shall be:

____
Name

____
Street Address or P. O. Box

____
City, State and Zip Code

____
Email Address

With a copy to:

____
Name

____
Street Address or P. O. Box

____
City, State and Zip Code

____
Email Address

12.3 **To County**. The address for County for all purposes under this Agreement and for all notices hereunder shall be:

Hon. Christopher Boedeker (or his successor in office)
Johnson County Judge
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

With copies to:

Hon. Bill Moore (or his successor in office)
Johnson County Attorney
Guinn Justice Center
204 South Buffalo Avenue, Suite 410
Cleburne, TX 76033

Sheriff Adam King (or his successor in
office) Johnson County Sheriff's Office
1102 East Kilpatrick Street
Cleburne, TX 76031

SECTION 13.
TERMINATION

13.1 This Agreement shall terminate at the end of the term listed in Section 7.1. In addition, this Agreement may be terminated by either party upon sixty (60) days written notice delivered to the other party at the offices specified herein. This Agreement will likewise terminate upon the happening of any event that renders performance hereunder by the County impracticable or impossible, such as severe damage to or destruction of the facility, or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the City's prisoners.

13.2 In the event of such termination by either party, County shall be compensated for all services performed to termination date, together with reimbursable expenses then due and authorized by this Agreement. In the event of such termination, should County be overcompensated for all services performed up to termination date, and/or be overcompensated for reimbursable expenses as authorized by this agreement, then City shall be reimbursed for all such over compensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

SECTION 14.
MISCELLANEOUS PROVISIONS

14.1 **Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the City Council.

14.2 **Prior Agreements**. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

14.3 **Choice of Law and Venue**. The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.

14.4 **Approvals.** The City Council of the City and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.

14.5 **Funding Source**. In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of City. The signature of the City Manager or Mayor below certifies that there are sufficient funds from the current revenues available to the City to meet its obligations under this Agreement.

14.6 **Heading**. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

14.7 **Binding Nature of Agreement.** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

14.8 **Severability**. In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

14.9 **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate originals, each of which shall have the full force and effect of an original.

CITY

______________________________ Date:____________________

Signature

____

Printed Name

City Manager or Mayor

Attest:

______________________________ Date:____________________

Signature

____

Printed Name

City Secretary

JOHNSON COUNTY

______________________________ Date: ____________________

Christopher Boedeker, County Judge

______________________________ Date:____________________

Adam King, Sheriff

Attest:

____

April Long, County Clerk

THE STATE OF TEXAS §

§ KNOW ALL BY THESE PRESENTS

COUNTY OF JOHNSON §

AMENDMENT TO
COMMUNICATIONS SYSTEM AGREEMENT
EFFECTIVE OCTOBER 1, 2026

This Amendment to Communications System Agreement Effective October 1, 2026 (the “Amendment”) is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas ("County") acting herein by and through its duly authorized Commissioners Court, and the City of Venus ("USER"), a municipal corporation, acting herein by and through its duly authorized City Council, individually referred to as a "Party," collectively referred to herein as the "Parties" and is an amendment to the Communications System Agreement (the “Agreement”) between County and User currently in effect. The term County shall include all employees, directors, officials, agents, and authorized representatives of County. The term USER shall include all employees, directors, officials, agents, and authorized representatives of USER.

WHEREAS, Paragraph 14, Applicable Fees, of Exhibit A to the Agreement provides that effective October 1 of each year as long as the Agreement is in effect, USER shall pay the County an Annual Subscriber Unit Fee in a specific amount per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing. Invoicing will occur when new Radio IDs are issued on a pro-rata basis, and thereafter, at the beginning of each County fiscal year (which is October 1). Further, at the beginning of each fiscal year of the Agreement, the County may increase the Annual Subscriber Unit Fee to offset any actual increased costs incurred by the County in the operation and maintenance of the System. There will be no refunds or credits for radios removed from service during the fiscal year; and

WHEREAS, County has determined that the Annual Subscriber Unit Fee needs to be increased to offset increases by County in the operation and management of the System.

NOW THEREFORE, COUNTY AND USER agree as follows:

1. Effective October 1, 2026, USER shall pay the County an Annual Subscriber Unit Fee in the amount of $32.02 per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing.
2. The person signing this agreement hereby warrants that he/she has the legal authority to execute this Amendment on behalf of the respective Party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other Party is fully entitled to rely on this warranty and representation in entering into this Amendment.
3. This Amendment shall in no way affect or modify any other terms and conditions of the aforementioned Agreement.

EXECUTED IN MULTIPLE ORIGINALS as of the dates below.

COUNTY:

By: ______________________________________ Date: _________________________

Christopher Boedeker, County Judge

Attest:

____ Date: _________________________

April Long, County Clerk

USER:

By: _______________________________________ Date: _________________________

Printed Name: ______________________________

Title: ______________________________________

Attest:

By: _______________________________________ Date: _________________________

Printed Name: ______________________________

City Secretary

Item: 8.11.

ITEM REPORT

To:	City Council
From:	Callie Driggars, City Secretary
Subject:	Discuss and consider a Resolution supporting legislation requiring County Elections Administrators to offer annual election services contracts to municipalities for May elections; supporting the integrity, consistency, and professional administration of municipal elections. (Driggars)
Department/Office:	City Secretary

Summary:

This Resolution is to show support for legislation that is being filed by **State Representative Helen Kerwin,** with the support of **State Representative David Cook**, that would require county election officials to contract with cities annually for May municipal elections (If the City wants to).

As some may or may not know, conducting municipal elections is a significant responsibility, and this legislation would help ensure that cities continue to have access to the expertise and resources needed to conduct fair, efficient, and compliant elections. Even if your county currently contracts with cities each year, there is no guarantee that practice will continue in the future. Many of us have excellent working relationships with our county election officials, but those relationships and policies can change over time. By establishing this requirement in state law, cities would have greater certainty and consistency, allowing us to better plan for future elections and know what to expect each election cycle.

A unified voice from cities across Texas will help demonstrate to our legislators how important this legislation is to municipalities. Therefore, I ask for your support.

Recommended Action:

I make a motion to approve the Resolution.

Budget:

N/A

Attachments:

1. Election Resolution -

CITY OF VENUS, TEXAS
RESOLUTION NO. ________-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, SUPPORTING LEGISLATION REQUIRING COUNTY ELECTION ADMINISTRATORS TO OFFER ANNUAL ELECTION SERVICES CONTRACTS TO MUNICIPALITIES FOR MAY ELECTIONS; SUPPORTING THE INTEGRITY, CONSISTENCY, AND PROFESSIONAL ADMINISTRATION OF MUNICIPAL ELECTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Venus recognizes that free, fair, accurate, and transparent elections are fundamental to maintaining public confidence in representative government; and

WHEREAS, municipal elections are conducted in accordance with the Texas Election Code and require strict compliance with complex and continually evolving state laws, regulations, and procedures; and

WHEREAS, City Secretaries serve as the chief election officials for many municipalities while simultaneously carrying out numerous other statutory responsibilities on behalf of their communities; and

WHEREAS, County Election Administrators are specifically trained, staffed, and equipped to administer elections and maintain expertise in election procedures, voting systems, election security, accessibility, and legal compliance; and

WHEREAS, allowing municipalities the opportunity to contract annually with County Election Administrators promotes consistency, professionalism, efficiency, and public confidence in the administration of elections throughout the State of Texas; and

WHEREAS, current law does not require counties to offer election services contracts to municipalities on an annual basis, resulting in inconsistent practices among counties and unequal access to professional election administration services; and

WHEREAS, the City Council believes that all Texas municipalities, regardless of size, should have the opportunity to utilize the expertise and resources of their County Election Administrator when conducting May municipal elections; and

WHEREAS, legislation requiring County Election Administrators to offer annual election services contracts for municipal May elections would:

- Strengthen the integrity, security, and public confidence of municipal elections;
- Promote statewide consistency in election administration;
- Reduce the risk of inadvertent noncompliance with increasingly complex election laws;
- Ensure municipalities have access to trained election professionals and specialized resources; and
- Enhance the efficient and effective administration of elections throughout Texas.

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

Section 1. The City Council of the City of Venus hereby expresses its support for legislation that would require County Election Administrators to offer annual election services contracts to municipalities for May elections.

Section 2. The City Council respectfully encourages the Texas Legislature to consider and enact legislation that promotes uniformity, professionalism, and integrity in municipal election administration by ensuring municipalities have the opportunity to contract with their County Election Administrator on an annual basis.

Section 3. The City Council directs the City Secretary to transmit a certified copy of this Resolution to Governor Greg Abbott, Lt. Governor Dan Patrick, State Representative Helen Kerwin, State Representative David Cook, State Representative Matt Shaheen, State Senator Phil King, Texas Secretary of State, Texas Municipal League Government Relations, and the Texas Municipal Clerks Association, and any other appropriate legislative or governmental organizations advocating for sound election administration.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Venus, Texas, this 10th day of August, 2026.

____
Alejandro Galaviz
Mayor of Venus

ATTEST:

____
Callie Driggars, TRMC
City Secretary

Item: 8.12.

ITEM REPORT

To:	City Council
From:	
Subject:	Discuss and consider an Ordinance Authorizing the Issuance and Sale of the City of Venus, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026 to Issue Up to $16,750,000 to Fund Water and Sewer System Improvement Projects; Levying an Annual Ad Valorem Tax and Providing for the Security for and Payment of Said Certificates; and Enacting Other Provisions Relating to the Subject. (Wilkins)
Department/Office:	Finance

Summary:

Recommended Action:

Budget:

Attachments:

1. Certificate Ordinance - Venus - 1 (7.29.2026)

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF VENUS, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026 TO ISSUE UP TO $16,750,000 TO FUND WATER AND SEWER SYSTEM IMPROVEMENT PROJECTS; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT.

THE STATE OF TEXAS	**§**
COUNTIES OF JOHNSON AND ELLIS	**§**
CITY OF VENUS	**§**

WHEREAS, the City Council of the City of Venus, Texas (the "Issuer"), deems it advisable to issue Certificates of Obligation in the amount and for the purposes hereinafter set forth;

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code and Subchapter B, Chapter 1502, Texas Government Code;

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation, and said notice has been both (i) duly posted in a prominent location on the Issuer's website, and (ii) duly published in a newspaper of general circulation in said city, said newspaper being a "newspaper" as defined in Section 2051.044, Texas Government Code;

WHEREAS, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates of Obligation;

WHEREAS, it is considered to be in the best interest of the Issuer that said interest-bearing Certificates of Obligation be issued to pay costs related to constructing, improving, acquiring and equipping the Projects described below;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the Projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of $__________ for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) acquiring, constructing, installing, and equipping additions, improvements, extensions, and equipment for the City's water and sewer system, including water and sewer treatment plants, water and sewer lines, wells, lift stations, storage facilities, manholes, pumps, valves, fittings, service connections, and related infrastructure improvements, and the acquisition of land and interests in land as necessary therefor; and (ii) paying legal, fiscal, architectural and engineering fees in connection with these projects (collectively, the "Projects").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF VENUS, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2026" and initially there shall be issued, sold, and delivered hereunder one fully registered Certificate, without interest coupons, dated August 1, 2026, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1 (the "Initial Certificate"), with Certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the Initial Certificate being made payable to the Underwriter as described in Section 10 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said Certificates shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Exhibit A of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years (2/15)	Principal Amounts ($)	Interest Rates (%)
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		
2049		
2050		
2051		
2052		
2053		
2054		
2055		
2056		

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term “Certificate” shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas to serve as paying agent and registrar for the Certificates (the “Paying Agent/Registrar”). Each of the Mayor, the City Administrator, or Finance Director is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar.

(b) Registration. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the “Registration Books”), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three (3) days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar’s standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE attached as Exhibit A to this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Exchange. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying

Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Initial Certificate shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsections (j) and (k) of this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth as Exhibit A to this Ordinance.

(n) Authentication. Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE. In lieu of the executed PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, the Initial Certificate delivered on the closing date shall have attached thereto the COMPTROLLER'S REGISTRATION CERTIFICATE substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by such person's duly authorized agent, which certificate shall be evidence that the Certificate initially issued and delivered has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller. The Initial Certificate issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in exchange for any Certificate issued under this Ordinance, the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the FORM OF CERTIFICATE set forth Exhibit A to this Ordinance.

(o) Cancellation of Initial Certificate. On the closing date, the Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the Underwriter of the Certificates or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General of Texas, and registered by manual or facsimile signature by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Underwriter or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of such Underwriter one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, the form of ASSIGNMENT and the form of COMPTROLLER'S REGISTRATION CERTIFICATE to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as set forth in Exhibit A of this Ordinance, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be accounted for separate and apart from all other funds and accounts of said Issuer and shall be used only for paying the interest on and principal of said Certificates. All amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by a pledge of the surplus revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue bonds or other obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues". The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this section, to the extent necessary to pay the principal of and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to subsection (a) of this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the Registered Owners of the Certificates a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii) of this Section. All income from such Defeasance Securities which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire, or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3 of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the Underwriter to accept delivery of the Certificates is subject to the initial Underwriter being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the

Certificates to the Underwriter. The engagement of such firm as Bond Counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the Registered Owner for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than ten percent (10%) of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than ten percent (10%) of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than ten percent (10%) of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds five percent (5%) of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of five percent (5%) is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or five percent (5%) of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury (the "Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent (10%) of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using proceeds of the Certificates or the proceeds of any prior bonds to pay debt services on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the delivery date of the Certificates) an amount that is at least equal to ninety percent (90%) of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Certificates have been paid in full, one hundred percent (100%) of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(10) to establish reasonable expectations to prevent using the proceeds of the Certificates in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code Treasury Regulations. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the City Administrator, or the Finance Director of the Issuer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Certificates are hereby sold and shall be delivered to BOK Financial Securities, Inc. (the "Underwriter"), for cash at a purchase price of $[___________] (representing the par value of the Certificates, plus a [net] premium of $[___________] less an underwriting discount of $[__________]), pursuant to the terms and provisions of a Bond Purchase Agreement (the "Purchase Contract") dated the date of the final passage of this Ordinance which the Mayor of the Issuer is hereby authorized to execute and deliver. The Certificates shall initially be registered in the name of the Underwriter or its designee. It is officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates (the "Official Statement") and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated August [__], 2026, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, City Administrator, City Secretary, and Finance Director, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name of the Issuer all other such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates, the Official Statement, the Paying Agent/Registrar Agreement, the Blanket Issuer Letter of Representations to DTC. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. In addition, prior to the initial delivery of the Certificates, the Issuer's Mayor, City Administrator, Finance Director, City Secretary, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, if any, or the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office.

Section 11. INVESTMENT AND SECURITY OF FUNDS.

(a) Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(b) The Issuer may invest proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2026 CO Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. That as used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.
"Rule" means SEC Rule 15c2-12, as amended from time to time.
"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in and after 2026, financial information and operating data with respect to the Issuer of the general type included in the Official Statement under the Tables numbered 1 through 6 and 8 through 14. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2026. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer shall file unaudited financial information of the type described in the numbered tables above within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of the above describe event notices 15 and 16, the term “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Registered Owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owners, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of nationally recognized bond counsel materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, the Registered Owners of Certificates aggregating in principal amount a majority of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Certificates a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all Registered Owners of such Certificates.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner of a majority in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future Registered Owners of the same Certificate during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners of a majority in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the default in the payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the observance of or performance of any of the covenants, conditions, or obligations of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner may proceed against the Issuer for the purpose of protecting and enforcing the rights of the

Registered Owners under this Ordinance, by writ of mandamus from a court of proper jurisdiction requiring the Issuer to make such payment or observe and perform such covenants, obligations, or conditions hereunder. There is no acceleration of maturity of the Certificates in the event of default.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the Issuer or the City Council.

Section 16. APPROPRIATION. To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Certificate.

Section 18. EFFECTIVE DATE. In accordance with the provisions of Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 19. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

EXHIBIT A

(a) Form of Certificate.

NO. R-

PRINCIPAL AMOUNT
$_________

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF VENUS, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2026

Interest Rate	Delivery Date	Maturity Date	CUSIP No.
_____%	September 3, 2026	February 15, 20__	923344 ____

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

THE CITY OF VENUS, TEXAS, in Johnson and Ellis Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on February 15, 2027 and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Certificate that on or before each principal payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated August 1, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $__________ for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) acquiring, constructing, installing, and equipping additions, improvements, extensions, and equipment for the City's water and sewer system, including water and sewer treatment plants, water and sewer lines, wells, lift stations, storage facilities, manholes, pumps, valves, fittings, service connections, and related infrastructure improvements, and the acquisition of land and interests in land as necessary therefor; and (ii) paying legal, fiscal, architectural and engineering fees in connection with these projects.

ON FEBRUARY 15, 20___, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

[THE CERTIFICATES SCHEDULED TO MATURE on February 15, in the years ___, ___, ___, and___ (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on dates and in the respective principal amounts, set forth in the following schedule:

Term Certificates due February 15, 20__:

Mandatory Redemption Date: 2/15/20__	Principal Amount: $_______
Mandatory Redemption Date: 2/15/20__ *	Principal Amount: $_______

Term Certificates due February 15, 20__:
Mandatory Redemption Date: 2/15/20__ Principal Amount: $_______
Mandatory Redemption Date: 2/15/20__* Principal Amount: $_______

Term Certificates due February 15, 20__:
Mandatory Redemption Date: 2/15/20__ Principal Amount: $_______
Mandatory Redemption Date: 2/15/20__* Principal Amount: $_______

Term Certificates due February 15, 20__:
Mandatory Redemption Date: 2/15/20__ Principal Amount: $_______
Mandatory Redemption Date: 2/15/20__* Principal Amount: $_______

* Stated Maturity

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least forty-five (45) days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.]

AT LEAST THIRTY (30) days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least thirty (30) days prior to the date fixed for any such redemption, to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the business day prior to the mailing of such redemption notice; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE CERTIFICATES, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue bonds or other obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer (or in the City Secretary's absence, by the Assistant City Secretary), and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)	(signature)
City Secretary	Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: ____________________.

Zions Bancorporation, National Association, Amegy
Bank Division
Houston, Texas
Paying Agent/Registrar

By: ____________________________________
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please type or print clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: ______________________

____

Transferee's Social Security or Taxpayer Identification Number: ______________________________

Transferee's name and address, including zip code: _____________________________________

____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints ____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________.

Signature Guaranteed:

____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

____

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. ___________

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this _______________________.

____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The Initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF VENUS, TEXAS, in Johnson and Ellis Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years (2/15)	Principal Amounts ($)	Interest Rates (%)

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2027, and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Item: 8.13.

ITEM REPORT

To:	City Council
From:	
Subject:	Discuss and consider an Ordinance Authorizing the Issuance and Sale of Up to $7,000,000 of City of Venus, Texas General Obligation Refunding Bonds, Taxable Series 2026; Levying an Annual Ad Valorem Tax and Providing for the Security for and Payment of Said Bonds; Providing an Effective Date; and Enacting Other Provisions Relating to the Subject. (Wilkins)
Department/Office:	Finance

Summary:

Recommended Action:

Budget:

Attachments:

1. Bond Ordinance - Venus - 1 (7.29.2026)

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF UP TO $7,000,000 OF CITY OF VENUS, TEXAS GENERAL OBLIGATION REFUNDING BONDS, TAXABLE SERIES 2026; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT.

THE STATE OF TEXAS §
COUNTIES OF JOHNSON AND ELLIS §
CITY OF VENUS §

WHEREAS, the City of Venus (the "Issuer") has previously issued, and there are presently outstanding, bonds of the Issuer payable from ad valorem taxes levied and to be levied, assessed and collected within the Issuer, within legal limit as to rate or amount;

WHEREAS, the Issuer now desires to refund or all part of the bonds described in Schedule I attached hereto, collectively (the "Refunded Bonds"); and

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Bonds, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, all the Refunded Bonds mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, the bonds hereinafter authorized and designated (the "Bonds") are to be issued and delivered pursuant to Chapter 1207, Texas Government Code; and

WHEREAS, the City Council of the Issuer hereby finds and determines that it is a public purpose and in the best interests of the City to refund the Refunded Bonds in order to restructure the Issuer's tax-secured debt service requirements and to lower its debt service tax rate to create additional capacity to issue combination tax and revenue certificates of obligation in compliance with Chapter 271, Subchapter C, Texas Local Government Code, to meet the infrastructure needs of its growing population; and

WHEREAS, the Issuer finds that the gross debt service requirements scheduled to come due on the Bonds herein authorized will exceed the gross debt service requirements that would have come due on the Refunded Bonds, had the Refunded Bonds remained outstanding through their respective maturities, by $[__________].

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Bonds of the City of Venus, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of $[_________] for providing funds to refund a portion of the Issuer's outstanding indebtedness payable from ad valorem taxes in order to restructure the City's tax-secured debt service requirements, and to pay the costs incurred in connection with the issuance of the Bonds.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS. Each bond issued pursuant to this Ordinance shall be designated: "CITY OF VENUS, TEXAS GENERAL OBLIGATION REFUNDING BOND, TAXABLE SERIES 2026," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated August 1, 2026, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial bond being made payable to the Underwriter as described in Section 10 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), and said bonds shall mature and be payable serially on August 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF BOND set forth in Section 4 of this Ordinance to their respective dates of maturity at the rates per annum, as set forth in the following schedule:

Years	Principal Amounts	Interest Rates
2037	$______	____%
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		
2049		
2050		

The term "Bonds" as used in this Ordinance shall mean and include collectively the bonds initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

Section 3. CHARACTERISTICS OF THE BONDS.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas, to serve as paying agent and registrar for the Bonds (the "Paying Agent/Registrar"). The Mayor, City Administrator or Finance Director is authorized and directed to execute and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof and the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (i) and (j) of this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Issuer Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Blanket Issuer Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) are not redeemable prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Certificate, in the FORM OF BOND set forth in this Ordinance.

(n) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Underwriter of the Bonds or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall insert the Issuance Date on Bond No. T-1, cancel each of the initial Bonds and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Bond.

NO. R-

PRINCIPAL AMOUNT
$_________

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF VENUS, TEXAS
GENERAL OBLIGATION REFUNDING BOND
TAXABLE SERIES 2026

Interest Rate	Delivery Date	Maturity Date	CUSIP No.
	September 3, 2026	February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Venus, in Johnson and Ellis Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on February 15, 2027 and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, at the principal corporate trust office of Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the

Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity shall be paid to the registered owner upon presentation and surrender of this Bond for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated August 1, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $_______ for providing funds to refund a portion of the Issuer's outstanding indebtedness payable from ad valorem taxes, and to pay the costs incurred in connection with the issuance of the Bonds.

ON FEBRUARY 15, 20___, or any date thereafter, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

[THE BONDS SCHEDULED TO MATURE on February 15, in the years ___, ___, ___, and___ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on dates and in the respective principal amounts, set forth in the following schedule:

Term Bonds due February 15, 20__:

Mandatory Redemption Date: 2/15/20__	Principal Amount: $_______
Mandatory Redemption Date: 2/15/20__*	Principal Amount: $_______

Term Bonds due February 15, 20__:

Mandatory Redemption Date: 2/15/20__	Principal Amount: $_______
Mandatory Redemption Date: 2/15/20__*	Principal Amount: $_______

Term Bonds due February 15, 20__:

Mandatory Redemption Date: 2/15/20__	Principal Amount: $_______
Mandatory Redemption Date: 2/15/20__*	Principal Amount: $_______

Term Bonds due February 15, 20__:

Mandatory Redemption Date: 2/15/20__ Principal Amount: $_______

Mandatory Redemption Date: 2/15/20__ * Principal Amount: $_______

* Stated Maturity

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of the same maturity which, at least forty-five (45) days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.]

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limits prescribed by law, all as provided in the Bond Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)	(signature)
City Secretary	Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: ________________________.

Zions Bancorporation, National Association,
Amegy Bank Division
Houston, Texas
Paying Agent/Registrar

By: ___________________________________
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: ________________________

____

Transferee's Social Security or Taxpayer Identification Number: ______________________________

Transferee's name and address, including zip code: ____

____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________.

Signature Guaranteed:

____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

____

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. ____________________

I hereby certify that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this ________________________.

____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF VENUS, TEXAS, in Johnson and Ellis Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Amounts	Interest Rates

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2027, and semiannually on each August 15and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

Section 5. TAX LEVY; INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. Any amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limits prescribed by law.

(b) Article 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section, is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Section 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 8. NOT TAX-EXEMPT OBLIGATIONS. The Bonds shall not constitute obligations within the meaning of Section 103 of the United States Internal Revenue Code of 1986.

Section 9. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Bonds are hereby sold and shall be delivered to BOK Financial Securities, Inc. (the "Underwriter"), for cash at a purchase price of $[__________] (representing the par value of the Bonds, plus a [net] premium of $[____________] less an underwriting discount of $[__________]), pursuant to the terms and provisions of a Bond Purchase Agreement (the "Purchase Contract") dated the date of the final passage of this Ordinance which the Mayor of the Issuer is hereby authorized to execute and deliver. The Bonds shall initially be registered in the name of the Underwriter or its designee. It is officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Bonds (the "Official Statement") and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated August [__], 2026, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, City Administrator, City Secretary, and Finance Director, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name of the Issuer all other such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds, the Official Statement, the Paying Agent/Registrar Agreement, the Blanket Issuer Letter of Representations to DTC. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. In addition, prior to the initial delivery of the Bonds, the Issuer's Mayor, City Administrator, Finance Director, City Secretary, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, if any, or the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the Underwriter to accept delivery of the Bonds is subject to the Underwriter being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Underwriter. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or City Administrator, and the Mayor or City Administrator is hereby authorized to execute such engagement letter.

Section 11. INTEREST EARNINGS ON BOND PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other bond proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund.

Section 12. SECURITY FOR DEPOSITS.

(a) The Issuer may place proceeds of the Bonds (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued.

(b) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in and after 2026, financial information and operating data with respect to the Issuer of the general type included in the Official Statement under the Tables numbered 1 through 6 and 8 through 14. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2026. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer shall file unaudited financial information of the type described in the numbered tables above within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices. (i) The Issuer shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;
(2) Non-payment related defaults, if material;
(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers, or their failure to perform;
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(7) Modifications to rights of holders of the Bonds, if material;
(8) Bond calls, if material, and tender offers;
(9) Defeasances;
(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(11) Rating changes;
(12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
(13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(15) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, (i) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer., and (ii) the Issuer intends the words used in (15) and (16) in the immediately preceding paragraphs and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Issuer shall file notice with the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with Subsection (b) of this Section by the time required by such Subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount a majority of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of a majority in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the

Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the City or the City Council.

Section 16. APPROPRIATION. To pay the debt service coming due on the Bonds, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. EFFECTIVE DATE. In accordance with the provisions of Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 19. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. The Mayor or the City Administrator are further authorized to enter into and execute on behalf of the Issuer with Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas (the "Escrow Agent"), an escrow agreement, in the form and substance presented at the meeting at which this Ordinance was adopted, which agreement provides for the payment in full of the Refunded Bonds. In addition, the Mayor, the City Administrator, or the Finance Director is authorized to purchase such securities, to execute such subscriptions for the purchase of the Escrowed Securities (as defined in the agreement), if any, and to authorize such contributions for the escrow fund as provided in the escrow agreement. Furthermore, the Finance Director of the City is hereby authorized to cause transfers of excess funds currently on deposit in the interest and sinking funds established pursuant to the ordinances that authorized the issuance of the Refunded Bonds, and other lawfully available funds, to said escrow fund as provided in the escrow agreement.

Section 20. REDEMPTION OF REFUNDED BONDS. (a) The Issuer hereby directs that the Refunded Bonds be called for redemption prior to maturity at the redemption price of par plus accrued interest as described in Schedule I attached hereto. The Issuer shall cause notice of redemption to be delivered to the paying agent/registrar(s) for the Refunded Bonds.

(b) In addition, the paying agent/registrar(s) for the Refunded Bonds are hereby directed to provide the appropriate notices of redemption and defeasance as specified by the ordinances authorizing the issuance of Refunded Bonds and are hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on their redemption dates. The Refunded Bonds shall be presented for redemption at the paying agent/registrar(s) therefor and shall not bear interest after the date fixed for redemption.

(c) If the redemption of the Refunded Bonds results in the partial refunding of any maturity of the Refunded Bonds, the paying agent/registrar(s) for the Refunded Bonds shall designate at random and by lot which of the Refunded Bonds will be payable from and secured solely from ad valorem taxes and Surplus Revenues of the Issuer pursuant to the ordinances of the Issuer authorizing the issuance of such Refunded Bonds (the "Refunded Bond Ordinances"). The paying agent/registrar(s) shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes and Surplus Revenues of the Issuer described in the Refunded Bond Ordinances, (iii) the registered owner is required to submit his or her Refunded Bonds to the paying agent/registrar(s), for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Bonds on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent pursuant to the Escrow Agreement approved in Section 19 of this Ordinance.

SCHEDULE I*

SCHEDULE OF REFUNDED BONDS

Combination Tax and Revenue Certificates of Obligation, Series 2018

Original Dated Date	Original Maturity Date	Interest Rate	Principal Amount Outstanding	Principal Amount to be Refunded	Redemption Date
5/1/2018	2/15/2027	4.000%	$ 140,000	$ 75,000	Escrowed to Maturity
	2/15/2028	4.000%	150,000	80,000	Escrowed to Maturity
	2/15/2029	4.000%	155,000	80,000	2/15/2028
	2/15/2030	4.000%	160,000	85,000	2/15/2028
	2/15/2031	4.000%	170,000	90,000	2/15/2028
	2/15/2032	4.000%	170,000	90,000	2/15/2028
	2/15/2033	4.000%	180,000	95,000	2/15/2028
	2/15/2034	4.000%	190,000	100,000	2/15/2028
	2/15/2035	4.000%	195,000	105,000	2/15/2028
	2/15/2036	4.000%	205,000	110,000	2/15/2028
			$ 1,715,000	$ 910,000	

Combination Tax and Revenue Certificates of Obligation, Series 2020

Original Dated Date	Original Maturity Date	Interest Rate	Principal Amount Outstanding	Principal Amount to be Refunded	Redemption Date
8/15/2020	2/15/2027	2.000%	$ 150,000	$ 150,000	Escrowed to Maturity
	2/15/2028	2.000%	150,000	150,000	Escrowed to Maturity
	2/15/2029	2.000%	155,000	155,000	Escrowed to Maturity
	2/15/2030	1.100%	160,000	160,000	Escrowed to Maturity
	2/15/2031	1.100%	160,000	160,000	2/15/2030
	2/15/2032	1.200%	160,000	160,000	2/15/2030
	2/15/2033	1.200%	165,000	165,000	2/15/2030
	2/15/2034	1.500%	165,000	165,000	2/15/2030
	2/15/2035	1.500%	170,000	170,000	2/15/2030
	2/15/2036	1.500%	170,000	170,000	2/15/2030
			$ 1,605,000	$ 1,605,000	

Combination Tax and Revenue Certificates of Obligation, Series 2022

Original Dated Date	Original Maturity Date	Interest Rate	Principal Amount Outstanding	Principal Amount to be Refunded	Redemption Date
9/15/2022	2/15/2027	3.550%	$ 215,000	$ 215,000	Escrowed to Maturity
	2/15/2028	3.550%	225,000	225,000	10/11/2027
	2/15/2029	3.550%	235,000	235,000	10/11/2027
	2/15/2030	3.550%	315,000	315,000	10/11/2027
	2/15/2031	3.550%	400,000	400,000	10/11/2027
	2/15/2032	3.550%	505,000	505,000	10/11/2027
	2/15/2033	3.550%	635,000	635,000	10/11/2027
	2/15/2034	3.550%	805,000	805,000	10/11/2027
	2/15/2035	3.550%	1,010,000	1,010,000	10/11/2027
	2/15/2036	3.550%	1,270,000	1,270,000	10/11/2027
	2/15/2037	3.550%	1,555,000	1,555,000	10/11/2027
			$ 7,170,000	$ 7,170,000	

* Preliminary; subject to change.

Item: 8.14.

ITEM REPORT

To: City Council
From: Brad Hargrove, Fire Chief
Subject: Discuss and consider authorizing the Fire Chief to sell Tanker 72. (Hargrove)
Department/Office: Fire Department

Summary:

Recommended Action:
I would recommend selling Tanker 72 for no less than $225,000. Our new Tanker will be delivered in the upcoming months, and we will need a place to park it at the station. We will not have a need to keep two Tankers in the fleet at the fire department.

Budget:

Attachments:
None

Item: 8.15.

ITEM REPORT

To:	City Council
From:	Scott Williams, Public Works Director
Subject:	Discuss and consider the Water and Sewer Purposed Rate Increase. (Williams)
Department/Office:	Public Works

Summary:

The Council discussed the recommendations contained in the 2023 Water and Wastewater Rate Study, including implementation of the 2026 recommended rates and the remaining annual rate adjustments through 2028. The study was completed to ensure the long-term financial sustainability of the City's utility systems; however, the recommended rate adjustments have not yet been implemented.

Based on the Council's discussion and direction, staff is requesting authorization to prepare the necessary amendments to the Water and Sewer Rate Ordinance and the City's Master Fee Schedule to incorporate the approved utility rate adjustments. The proposed ordinance and fee schedule amendments will be presented to the City Council for formal consideration and adoption at the next regular meeting.

Recommended Action:

Direct staff to prepare and present amendments to the Water and Sewer Rate Ordinance and the City's Master Fee Schedule reflecting the utility rate adjustments discussed by the City Council for consideration and possible adoption at the next regular City Council meeting.

Budget:

N/A

Attachments:

None