

JAMES BURGESS

Mayor

JEANNIE PRAZAK

Councilmember Place 1

LINDA HARRIS

Councilmember Place 2



JEANIE SCOTT

Councilmember Place 3

GERONIMO HERNANDEZ

Councilmember Place 4

PHYLLIS LEWIS

Councilmember Place 5

VENUS REGULAR COUNCIL MEETING

Venus Civic Center

210 S. Walnut Street

Venus, Texas 76084

Monday, December 14, 2020, 7:00 P.M.

Regular Agenda

In conjunction with the guidance and provisions provided by the Governor of Texas in the Declaration of Disaster and subsequent executive orders altering certain Texas Open Meetings Act requirement and ordering that government buildings shall allow a percentage of people to assemble, the City Council of the City of Venus will allow the public to attend the meeting scheduled at 7:00 p.m. at the Venus Civic Center or view by livestreaming on <https://www.facebook.com/CityofVenusTX/> in order to advance the public health goal of limiting face-to-face interaction (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). **Although citizens will be allowed to attend the meeting in person, keeping social distancing in mind and wearing a facial mask is required.**

A recording of this meeting will be made, and will be available to the public in accordance with the Texas Open Meetings Act upon written request.

Page

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

2. Announcements from Mayor:

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

3. Consent Agenda:

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

- | | | |
|------|---|---------|
| 3.1. | Approval of meeting minutes for City Council regular meeting on November 9, 2020.
11-09-2020 CC MEETING MINUTES.docx  | 8 - 13 |
| 3.2. | Approval of meeting minutes for City Council Special called meeting on November 17, 2020.
City Council - November 17, 2020 - Minutes - Pdf  | 14 - 36 |
| 3.3. | Ratifying the payment of bills for the month of November 2020
November 2020 Checks.pdf  | 37 - 46 |

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

4. **Citizen Public Comment Period:**

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

5. **Staff Reports, Presentations and Proclamations:**

- | | | |
|------|---|---------|
| 5.1. | Fire Department - Ron Hearn:
Copy of Master Monthly Report VFD .pdf  | 47 |
| 5.2. | Public Works - Johnny Coker:
Update on pothole repair / Water and Sewer Projects / Meter Replacement
Staff Report 12 14 20 - Copy.docx  | 48 - 49 |
| 5.3. | Police Department -James Groom:
PD stats and notable events for November 2020
VPD November 2020 Monthly Report.pdf  | 50 |
| 5.4. | City Administration- Andy Wolfe:
Retirement of Darrell Cook, Retirement of Marla King, Flagpoles installed at City Hall, CR 109 completed
flags.jpg  | 51 |

5.5. Finances - Cheryl Estes: 52 - 64

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

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

[Letter Concerning City Collateral.pdf](#)

5.6. Planning & Development - Andy Wolfe

Update on Venus Parkway, Venus Fuel Stop, and Palladium

6. Public Hearing and Consideration Items

6.1. Presentation of potential JMJ developments - Chris Matzke

65 - 94

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

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

Staff Summary

95 - 104

Craig Kerkhoff - BHC will be presenting and available for questions.

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

Open Public Hearing

Close Public Hearing

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

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

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

Staff Summary

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

OpenPublic Hearing

Close Public Hearing

- 6.5. Discuss and consider Ordinance 718-2020-12 Annexing the hereinafter described territory known as Johnson CAD ID 126.0499.00080, generally located at the southwest corner of FM 1807 and CR 213 and being an approximate 24.47 acre tract of land situated in the Moses Lapham Survey, Abstract 499, Johnson County, Texas, extending the boundary limits of the City so as to include the described property, and adopting a Service Plan. 105 - 121

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

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

- 6.6. Consider, deliberate and act upon Ordinance No. 716-2020-12 of the City of Venus, Texas, amending the Venus Code of Ordinances, Sections 10-167, Application for Permit and Fees, and 10-169, Inspections, to revise regulations for inspections of a mobile food unit; providing for a savings and severability clause; providing for a repealer clause; and providing an effective date. 122 - 125

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

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

- 6.7. Discuss, consider and act upon Ordinance No. 717-2020-12 granting to Atmos Energy Corporation, a Texas and Virginia 126 - 134

Corporation, its successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Venus, Johnson County and Ellis County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; providing for the payment of a fee or charge for the use of the public right-of-ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise ordinances.

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

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

- | | | |
|------|---|-----------|
| 6.8. | Discussion and Act upon an ordinance of the city of Venus, Texas adopting Article II (special events) of Chapter 24 (streets, sidewalks and other public properties) of the city of Venus code of ordinances to establish regulations for special events; providing a purpose and definitions; providing for a special event permit and exemptions; providing for a special event permitting process; providing for regulations to protect the public health and safety; providing for the revocation, termination and appeal of a special event permit; providing for an application fee; providing for operating procedures; providing for a savings and severability clause; providing for a repealer clause; providing for a penalty of a fine not to exceed the sum of two thousand (\$2,000.00) dollars; and providing for an effective date. | 135 - 148 |
|------|---|-----------|

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

I make a motion to approve Ordinance 714-2020-12 .

- | | | |
|------|--|-----------|
| 6.9. | Discuss, consider and act upon approving Resolution 37-2020-12 to enter into a capital lease contract with Government Capital Corporation for \$239,783 to finance four (4) 2021 Chevrolet Tahoes with Metro Emergency Upfitters Police Equipment. | 149 - 152 |
|------|--|-----------|

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

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

presented.

- 6.10. Discuss, consider and act upon approving pay-off of promissory note between the City and Longhorn Locker Company by using \$147,985 of unassigned fund balance of the City's General Fund. 153 - 158

[1-Agenda Item Report - Longhorn Locker Promissory Note](#)

[Payable.pdf](#)  [2-Longhorn Locker Promissory Note Payable.pdf](#) 

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

- 6.11. Election of Mayor Pro Tem.

I make a motion to appoint councilmember _____ as Mayor Pro Tem.

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

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

- 6.13. Discuss and consider adoption of a Resolution of the City of Venus, Texas determining the costs of certain authorized improvements to be financed through the Brahman Ranch Public Improvement District No. 1; approving a Preliminary Service Plan and Assessment Plan, including proposed assessment rolls; calling a regular meeting and noticing a public hearing for January 11, 2021 to consider an Ordinance Levying Assessments on property located within the Brahman Ranch Public Improvement District No. 1; directing the filing of the proposed assessment rolls with the City Secretary to make available for public inspection; directing city staff to publish and mail notice of said public hearing; and resolving other matters incident and related thereto. 159 - 166

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

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

7. Executive Session:

The City Council reserves the right to meet in Executive Session closed to the public at

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

EXECUTIVE SESSION:

IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, SECTION 551.001, ET SEQ. and SECTION 551.074, THE CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION (CLOSED MEETING) TO DISCUSS THE FOLLOWING:

- 7.1. 551.074 (personnel matters) - City Secretary Review.
- 7.2. 551.074 (personnel matters) - Discuss, consider and give direction on the Community Development Director position - James Groom
- 7.3. Reconvene into Open Session
- 7.4. Action as a result of above listed Executive Sessions.

8. Adjournment

This is to certify that a copy of this Notice of Meeting was posted on the bulletin of City Hall, 700 W. Hwy 67 Venus, Texas and at a place readily accessible to the general public at all times and to the City's website www.cityofvenus.org, Friday, December 11, 2020 by 5:00 P.M..

Callie Green,
City Secretary

For more information or a copy of the Open Meetings Act, please contact the Attorney General of Texas at 1-800-252-8011; the City Secretary at 972-366-3348, ext. 211 or visit the City of Venus web site at www.cityofvenus.org. This building is wheelchair accessible. Any requests for Interpretive Services must be named 48 hours in advance of the scheduled meeting. To make arrangements please call 972-366-3348.

JAMES BURGESS
Mayor
JEANNIE PRAZACK
Councilmember Place 1
LINDA HARRIS
Councilmember Place 2



JEANIE SCOTT
Councilmember Place 3
GERONIMO HERNANDEZ
Councilmember Place 4
ROBERT MCCURDY
Councilmember Place 5 / Mayor Pro-Tem

**VENUS CITY COUNCIL MEETING
VENUS CIVIC CENTER,
210 S. WALNUT STREET
VENUS, TEXAS 76084
MONDAY, NOVEMBER 9, 2020, 7:00 P.M.**

MINUTES

1. Call to Order

Mayor Burgess called the meeting to order at 7:04 P.M. and gave the invocation and led the pledge.

Councilmembers present: James Burgess, Jeannie Prazak, Linda Harris, Jeanie Scott, Geronimo Hernandez, Robert McCurdy.

Staff present: Andy Wolfe, City Administrator; Darrell Cook, Assistant City Administrator/Community Development Director; Cheryl Estes, Finance Director; Callie Green, City Secretary; Timothy Dunn, City Attorney; James Groom, Chief of Police; Johnny Coker, Interim Public Works Director.

2. Announcements from Mayor

Cell phones are to be turned off or placed on vibrate/silent only. No conversation or comment from the audience is permitted unless specifically called upon by the Mayor. Please remain respectfully quiet. Mayor thanked everyone who turned out to vote. Stated it was the biggest turn-out.

3. Citizens Public Comment Period

Laurina Guidry – 118 Mt. Vernon Lane. – Cares, INC. Spoke thanking everyone for their support with the Cares, INC. but will have to shut their doors for a little while until they can come up with different ideas to continue to hand out food.

4. Consent Agenda

4.1. Approval of meeting minutes for City Council regular meeting on October 12, 2020.

4.2. Ratifying the payment of bills for the month of October 2020.

Monday, November 09, 2020 City of Venus City Council Meeting Minutes

Councilmember Prazak made a motion to approve the consent agenda as presented. Seconded by councilmember Harris. For: Unanimous. Motion carried 5-0-0.

5. Staff reports, Presentations and Proclamations:

Staff Reports:

- 5.1. Fire Department – Ron Hearn: Monthly report for October.**
- 5.2. Public Works – Johnny Coker: Pump repair prison lift station/Main lift station updated.**
- 5.3. Police Department – James Groom, stats for the month of October, 5-year service recognition- Sergeant J. Yates and Officer J. Halstad and advanced Peace Officer recognition to Officer P. Evans.**
- 5.4. Finances – Cheryl Estes: Postponed to December meeting.**
- 5.5. City Administration – Andy Wolfe: Update on CR 109 and CR 214 Roadway Rehab Project, and Brahman Ranch Wastewater Treatment Plant update.**
- 5.6. Planning & Development – Darrell Cook: Update on residential community developments of Palladium Venus, Heritage Hills, Bluestem Hills, Brahman Ranch; and commercial community development of Venus Fuel Stop. Update on City's new website.**

Each department head presented to Council. Discussion only.

6. Public Hearings and Consideration

6.1. Consider and act upon approving a Development Agreement with LGI Homes-Texas, LLC relating to Patriot Estates Public Improvement District and authorizing Mayor to execute said Development Agreement for and on behalf of the City of Venus.

Councilmember Harris made a motion to approve the Development Agreement with LGI Homes-Texas, LLC. Seconded by Councilmember Scott. For: Unanimous. Motion carried 5-0-0.

6.2. Consider and act upon approving a Professional Service Agreement with LGI Homes-Texas, LLC relating to Patriot Estates Public Improvement District.

Councilmember Harris made a motion to approve the Professional Service Agreement with LGI Homes-Texas, LLC. Seconded by Councilmember Prazak. For: Unanimous. Motion carried 5-0-0.

6.3. Conduct a Public Hearing regarding the creation of Patriot Estates Public Improvement District.

Staff summary.

Darrell Cook, Assistant City Administrator presented.

Open Public Hearing.

Mayor, Burgess opened the Public Hearing at 8:07 P.M.

Hailey Cook- 129 Houston Place – Asked about lighting on walking trails and park.

Close Public Hearing.

Mayor, Burgess closed the Public Hearing at 8:11 P.M.

6.4. Deliberate and act upon Resolution No. 34-2020-11, authorizing the creation of Patriot Estates Public Improvement District, establishing the boundaries of said District, the method of assessment, and the apportionment of costs between the District and the City, and making certain findings in connection therewith.

Councilmember Prazak made a motion to approve Resolution No. 34-2020-11 as presented. Seconded by Councilmember Harris. For: Unanimous. Motion carried 5-0-0.

6.5. Untable, consider and act upon a proposed amendment to the comprehensive plan of the City and the Zoning Ordinance and Map to rezone an approximate e3.5 acres tract of land, located at 940 W CR 109, from its current Residential (R-1L) zoning classification to a Planned Development (PD) [PZ#2020-10-002]

Public Speakers: Sylvia Allen – 1100 S. FM 157- Opposed to change.

Phyllis Lewis – 101 S. Locust St – Opposed to change.

Mayor Pro Tem McCurdy made a motion to approve zoning change from R-1L to PD. Seconded by Councilmember Harris. For: McCurdy, Harris. Against: Scott, Hernandez, Burgess. Abstain: Prazak. With Mayor being the tiebreaker. Motion failed 2-3-1

Councilmember Hernandez made a motion to deny request to change zoning from R-1L to PD. Seconded by Councilmember Scott. For: Hernandez, Scott, Burgess. Against: Harris, McCurdy. Abstain: Prazak. With Mayor being the tiebreaker. Motion carried 3-2-1

6.6. Consider and act upon Ordinance No. 715-2020-11, releasing approximately 269.412 acres of land from the ETJ of the City of Grand Prairie, Texas to the ETJ of

the City of Venus; said land being in the R. Berry Survey, Abstract Number 26, J.N. Ely Survey, Abstract Number 261, and the J. Ware survey, Abstract Number 913, Johnson County, Texas.

Councilmember Hernandez made a motion to approve Ordinance No. 715-2020-11 as presented. Seconded by Councilmember Prazak. For: Unanimous. Motion carried 5-0-0.

Mayor Burgess called a two-minute recess at 8:43 P.M.

Mayor Burgess reconvened at 8:51 P.M.

- 6.7. Consider and act upon Resolution No. 35-2020-11, granting a petition for annexation from property owner Bankston Fourth Family, Ltd., for property identified as being Johnson CAD ID 126.0499.00080, generally located at the southwest corner of FM 1807 and Cr 213, and being an approximate 24.47 acre tract of land situated in the Moses Lapham Survey, Abstract 499, Johnson County, Texas; setting a date, time, and place for a public hearing on the proposed annexation of certain property by the City of Venus, Texas; authorizing and directing the City Secretary to have publish notice of such public hearing; and authorizing and directing city staff to negotiate and enter into a written service agreement.**

Councilmember Hernandez made a motion to approve Resolution No. 35-2020-11 as presented. Seconded by Councilmember Scott. For: Unanimous. Motion carried 5-0-0.

- 6.8. Consider and act upon approving Ordinance No. 714-2020-11, adopting article II (Special Events) of Chapter 24 (Streets, Sidewalks and other Public Properties) of the City of Venus Code of Ordinances to establish regulations for Special events; proving a purpose and definitions; providing for a Special Event permit and exemptions; providing for regulations to protect the public health and safety; providing for the revocation, termination and appeal of a special event permit; providing for an application fee; providing for operating procedures; providing for a savings and severability clause; providing for a repealer clause; providing for a penalty of a fine not to exceed the sum of two thousand dollars (\$2,000); and providing an effective date.**

Public Speakers: Sylvia Allen – 1100 S. Fm 157 – Opposed to Ordinance regarding special use permits.

Hailey Cook – 129 Houston Place – Asked if this will prevent the H.O.A. from holding events.

Councilmember Prazak made a motion to appoint a committee of Councilmembers Harris and Scott to work with the City staff and Attorney for a special use permit Ordinance. Seconded by Councilmember Hernandez. For: Unanimous. Motion carried 5-0-0.

6.9. Consider and act upon approving the Quarterly cash and Investment Report for Quarter Ended September 30, 2020.

Councilmember Prazak made a motion to the Quarterly cash and Investment report dated September 30, 2020. Seconded by Councilmember Scott. For: Unanimous. Motion carried 5-0-0.

6.10. Discussion and Direction to staff regarding the current City Ordinance regarding food truck regulation.

Public Speakers: Sylvia Allen – 1100 S. FM157 – Wants State inspections to be good enough for the City to issue a permit.

Ada Boucher – 1125 Chestnut Dr – Wonders why the City conducts its own inspection when we are inspected by the State.

Direction given to staff and will bring a new Ordinance before Council on November 17, 2020.

6.11. Discussion on City Official and/or City staff use of social media.

Discussion only.

7. Executive Session:

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

EXECUTIVE SESSION:

IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, SECTION 551.001 ET. SEQ. and SECTION 551.074 (a)(1),(2), THE CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION (CLOSED MEETING) TO DISCUSS THE FOLLOWING:

Mayor Burgess adjourned the public meeting at 10:56 P.M.

7.1. Consultation with attorney regarding Johnson County, Texas v. City of Venus, Texas cause no. Dc- 202000015, in the 413th Judicial District Court, Johnson County, Texas.

8. Reconvene into open Session

In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Open Session to consider action, if any, on matters discussed in Executive Session.

Mayor Burgess reconvened into open session at 11:01 P.M.

8.1. Action as a result of above listed Executive Session.

No action taken.

9. Adjournment

Mayor Burgess adjourned the meeting at 11:01 P.M.

ATTEST:

APPROVE:

Callie Green, City Secretary

James L. Burgess, Mayor



City Council Minutes

Tuesday, November 17, 2020 at 7:00 PM

Venus Council Chambers

Page

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

Mayor Burgess called meeting to order at 7:06 P.M., gave the invocation and lead the Pledge of Allegiance.

Councilmembers present: James Burgess, Jeanie Scott and Geronimo Hernandez. Phyllis Lewis took her seat after taking Oath.

Councilmember absent: Jeannie Prazak, Linda Harris and Robert McCurdy.

Staff present: Andy Wolfe, City Administrator; Darrell Cook, Assistant City Administrator/Community Development Director; Callie Green, City Secretary; and Timothy Dunn, City Attorney.

2. **Canvass**

- 2.1. Canvass votes for the City of Venus General Election held November 3, 2020.

Canvassing Authority canvassed the votes of the City of Venus General Election.

- 2.2. Consider and act upon Resolution No. 36-2020-11 declaring the results of the City of Venus General Election held on November 3, 2020.

[Resolution No. 36-2020-11 Canvassing General Elections \(Venus\).do](#)



I make a motion to approve Resolution No. 36-2020-11.

Moved By: Jeanie Scott

Seconded By: Geronimo Hernandez

Motion carried. 2-0-0

4 - 8

- 2.3. Mayor to issue Certificates of Election to the newly elected members: Councilmember Place 3 - Jeanie Toland-Scott, Councilmember Place 4 - Geronimo Hernandez, JR., and Councilmember Place 5- Phyllis Lewis. 9 - 14

[1 - Certification of Election - Jeanie Toland-Scott.docx](#)  [2 - Certification of Election -Geronimo Hernandez, Jr..docx](#)  [3 - Certification of Election - Phyllis Lewis.docx](#) 

- 2.4. Statement of elected City Council members disclaiming any payment, offer, promise to pay, contribution, or promise to contribute any money or thing of value, or promise of any public office or employment for the giving or withholding of a vote at the election or as a reward to secure appointment or confirmation. 15 - 17

[1 - STATEMENT OF ELECTED OFFICER - Jeanie Toland-Scott.docx](#)  [2 - STATEMENT OF ELECTED OFFICER - Gernonimo Hernandez, JR..docx](#)  [3 - STATEMENT OF ELECTED OFFICER - Phyllis Lewis.docx](#) 

- 2.5. Administer Oath of Office to the newly elected City Council members. 18 - 23

[1 - OATH OF OFFICE -Jeanie Toland- Scott.docx](#)  [2 - OATH OF OFFICE -Geronimo Hernandez, JR..docx](#)  [3 - OATH OF OFFICE - Phyllis Lewis.docx](#) 

Callie Green, City Secretary administered Oath's of Office to newly elected officials.

- 2.6. Councilmembers who have been sworn in may greet and address the public regarding and relating to their election.

Mayor Burgess congratulated all newly elected councilmembers. Councilmember Hernandez thanked everyone who voted in the General and City election and thanked everyone who voted for him. Councilmember Lewis thanked everyone who supported her and voted for her and will do her best to keep things moving forward.

3. Adjournment

Mayor Burgess adjourned the meeting at 7:22 P.M.

Mayor

City Secretary

RESOLUTION NO. 36-2020-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, CANVASSING THE GENERAL ELECTION RETURNS, INCLUDING THE RETURNS OF EARLY VOTING BALLOTS CAST IN CONNECTION THEREWITH, AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 3, 2020, FOR THE PURPOSE OF ELECTING MEMBERS TO THE CITY COUNCIL TO PLACES 3, 4 AND 5; AUTHORIZING THE ISSUANCE OF A CANVASS OF THE GENERAL ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a general election was held on November 3, 2020 in the City of Venus, Texas ("City") for the purpose of electing members to the City Council to Places 3, 4 and 5; and

WHEREAS, the City Council of the City has heretofore caused to be posted and published in accordance with the election laws of the State of Texas, notices of the general election to be held on November 3, 2020; and

WHEREAS, notices of the general election were actually given by the City and the Johnson and Ellis County Elections Administrators as required by state law; and

WHEREAS, the City Secretary presented affidavits of posting and publication of the notices of the general election; and

WHEREAS, the general election was duly and legally held on November 3, 2020, in the City and in conformity with the election laws of the State of Texas, and the results of the general election, including the early voting results, have been certified and returned by the proper judges and clerks thereof; and

WHEREAS, the City Secretary, acting as special custodian of the election records, presented the canvass report for the general election, including the returns of the early ballots cast in connection therewith, to the Canvassing Board; and

WHEREAS, the City Council of the City, acting in its capacity as the Canvassing Board for the general election, has considered the returns of said general election, including the returns of said ballots cast in connection therewith; and

WHEREAS, the returns of the general election, including the returns of early ballots cast in connection therewith, duly and legally made, showed that there were cast at said general election, the following total valid and legal votes:

Council Member, Place 3	Votes Cast
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Omar Sebita	330
Jeanie Toland-Scott	384
Council Member, Place 4	Votes Cast
Geronimo Hernandez, Jr.	394
Ricardo Lopez	304
Council Member, Place 5	Votes Cast
Stephen Cook	208
Phyllis Lewis	302
Robert McCurdy	188

WHEREAS, the City Council, at a Special Council Meeting on November 17, 2020, canvassed the returns of said election.

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

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated into the body of this Resolution and made a part hereof for all purposes.

Section 2. Confirmation of Vote Tabulations. The results of the general election, as canvassed and tabulated above reflect the expressed desires of the resident qualified voters of the City.

Section 3. Issuance of Certificates of Election. That the Mayor is hereby authorized and directed to execute and deliver Certificates of Election to the successful candidates elected at the general election.

Section 4. Issuance of Canvass of General Election. The Mayor is hereby authorized and directed to execute and deliver the Canvass of the general election, a copy of which is attached hereto as **Exhibit "A,"** in accordance with the election laws of the State of Texas, and to take all other action necessary connection therewith.

Section 5. Declaring an Effective Date. This resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Venus, Texas this 17th day of November 2020.

James Burgess, Mayor

ATTEST:

Callie Green, City Secretary

EXHIBIT "A"

**CANVASS OF CITY OF VENUS, TEXAS
NOVEMBER 3, 2020 GENERAL ELECTION**

I, James Burgess, Mayor of the City of Venus, Texas, met with the City Council sitting as the canvassing board to canvass the general election of November 3, 2020, on Tuesday, November 17, 2020, at the Venus Civic Center, 210 S. Walnut Street, Venus, Texas 76084.

I certify that the figures on the tally sheets correspond with the figures on the returns.

Witness my hand this 17th day of November 2020.

James Burgess
Presiding Officer of Canvassing Authority



In the name and by the authority
of

The State of Texas

THIS IS TO CERTIFY, that at a general election held on

3rd, November, 2020

Jeanie Toland-Scott

was duly elected

City Council Place 3

In testimony whereof, I have
hereunto signed my name and
caused the Seal of Texas to be
affixed at the City of Venus,
this the 17th day of
November, 2020.



In the name and by the authority
of

The State of Texas

THIS IS TO CERTIFY, that at a general election held on
3rd, November, 2020

Geronimo Hernandez, JR.

was duly elected

City Council Place 4

In testimony whereof, I have
hereunto signed my name and
caused the Seal of Texas to be
affixed at the City of Venus,
this the 17th day of
November, 2020.

**Signature of Presiding Officer of
Canvassing Authority**



In the name and by the authority
of

The State of Texas

THIS IS TO CERTIFY, that at a general election held on
3rd, November, 2020

Phyllis Lewis

was duly elected

City Council Place 5

In testimony whereof, I have
hereunto signed my name and
caused the Seal of Texas to be
affixed at the City of Venus,
this the 17th day of
November, 2020.

**Signature of Presiding Officer of
Canvassing Authority**



STATEMENT OF ELECTED/APPOINTED OFFICER

I, **Jeanie Toland-Scott** do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

Date

Officer's signature

City Council Place 3

City of Venus, Johnson/Ellis County

Position to which elected/appointed

City and/or County



STATEMENT OF ELECTED/APPOINTED OFFICER

I, **Geronimo Hernandez, JR.**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

Date

Officer's signature

City Council Place 4

City of Venus, Johnson/Ellis County

Position to which elected/appointed

City and/or County



STATEMENT OF ELECTED/APPOINTED OFFICER

I, **Phyllis Lewis**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

Date

Officer's signature

City Council Place 5

City of Venus, Johnson/Ellis County

Position to which elected/appointed

City and/or County



OATH OF OFFICE

“I, Jeanie Toland-Scott do solemnly wear (or affirm) that I will faithfully execute the duties of the office of City Council Place 3, of the City of Venus, State of Texas, and will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State, so help me God.”

Affiant

SWORN TO and subscribed before me by affiant on this the 17th day of November, 2020.

Signature of person administering Oath

Printed name and Title



OATH OF OFFICE

“I, Geronimo Hernandez, JR. do solemnly wear (or affirm) that I will faithfully execute the duties of the office of City Council Place 4, of the City of Venus, State of Texas, and will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State, so help me God.”

Affiant

SWORN TO and subscribed before me by affiant on this the 17th day of November, 2020.

Signature of person administering Oath

Printed name and Title



OATH OF OFFICE

“I, Phyllis Lewis do solemnly wear (or affirm) that I will faithfully execute the duties of the office of City Council Place 5, of the City of Venus, State of Texas, and will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State, so help me God.”

Affiant

SWORN TO and subscribed before me by affiant on this the 17th day of November, 2020.

Signature of person administering Oath

Printed name and Title

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	3,260.31
			TMRS RETIREMENT	3,397.07
		U. S. TREASURY	FEDERAL WITHHOLDING	3,703.81
			FEDERAL WITHHOLDING	4,146.33
			FICA WITHHOLDING	2,701.25
			FICA WITHHOLDING	2,825.28
			MEDICARE WITHHOLDING	631.74
			MEDICARE WITHHOLDING	660.74
		CHILD SUPPORT DISTRIBUTION FUND	CASE #0011334214-11305	207.69
			CASE #0011334214-11305	207.69
			CASE #0013021454D201405879	466.15
			CASE #00124129473254854551	267.50
			CASE #00124129473254854551	267.50
		UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION-DECEMBE	370.36
			UNUM VOLUNTARY LIFE	195.23
		AUTONATION FORD BURLESON	REPAIR OF FORD EXPLORER	3,461.21
			CIGNA HEALTH 2020-11	5,559.78
		CIGNA HEALTHCARE	CIGNA HEALTH 2020-11	5,559.78
			TOTAL:	32,329.64
PLANNING & DEVELOPMENT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	150.98
			FICA WITHHOLDING	76.06
		U. S. TREASURY	MEDICARE WITHHOLDING	17.79
			PAT EST GAS STATOIN	240.00
		JOEL DAUGHERTY	PATRIOT ESTATES 8	820.00
			PALLADIUM APT	1,880.00
			HERITAGE HILL ADDITION	640.00
			CITY RE: 125 AUSTIN AVE	240.00
			JMJ DEVELOPMENT MTG	160.00
			11/01/2020 - 11/30/2020	891.04
			TOTAL:	5,115.87
		**PAYROLL EXPENSES		
ADMINISTRATION	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	1,390.73
			TMRS RETIREMENT	1,304.19
		U. S. TREASURY	FICA WITHHOLDING	795.43
			FICA WITHHOLDING	745.11
			MEDICARE WITHHOLDING	186.03
			MEDICARE WITHHOLDING	174.27
			SEPT 20-OCT 19 2020	355.94
		AT&T MOBILITY	CITY LOGO DECALS-TOYOTA SQ	80.00
		QUICKWAY SIGNS	CITY HALL TRASH	118.96
		FRONTIER ACCESS LLC	MATS FOR CITY HALL	28.11
		CINTAS	MATS FOR CITY HALL	28.11
			MATS FOR CITY HALL	28.11
			MATS FOR CITY HALL	28.11
			MATS FOR CITY HALL	28.11
			NOVEMBER 2020 SERVICES	882.00
		CORERECON, LLC	MONTHLY PHONE SERVICE	160.25
		BROADVOICE	EFAX	25.00
		UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION-DECEMBE	252.77
			UNUM ER LIFE & DISABILITY	392.71
		LORETTA S. MILLER	CITY CLEANING SERVICES 11/	100.00
			CLEANING SERVICES 11/12/20	100.00
			CITY HALL	100.00
			HRA ADMIN FEES-OCT 2020	130.00
		AMERIFLEX	MONTHLY SERVICE	52.50
		MIDLO H2O	1672 @ 0.0450 COLOR COPIES	75.24
		XEROX USAGE	3720 @ 0.0050 PER B & W CO	18.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DANACA FRAUNBERGER	VOTING JUDGE 161.5 HOURS	2,099.50
		EDA COFIELD	ELECTION CLERK @ 150.75 HR	1,658.25
		TERRI WILLIAMS	ELECTION CLERK @ 136 HOUR	1,496.00
		EMERGENCY ICE	SNOW FOR 12/5 EVENT	4,500.00
		PITNEY BOWES PURCHASE POWER	MACHINE REFILL	499.00
		TML RISK POOL	AUTOMOBILE	124.75
			GEN LIABILITY	186.50
			E&O	362.00
			REAL & PERS PROPERTY	683.25
			CRIME	54.50
		VENUS AUTO PARTS LLC	WATER PARTS	108.58
			PIPE FITTINGS	163.87
			WEED KILLER	25.00
			KEY RING TAG	0.60
		MIDLOTHIAN MIRROR	NOTICE OF PUBLIC HEARING	426.00
		NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT	ANNUAL DUES - CITY	200.00
		ELLIS CENTRAL APPRAISAL DISTRICT	1ST QTR APPRAISAL FEE	768.11
		TYLER TECHNOLOGIES	TECHNICAL SERVICE FEES	1,188.69
			THIRD PARTY SYSTEM SOFTWARE	832.94
		MUNICIPAL CODE CORPORATION	CODIFICATION SUPP #6	730.00
			11/1/2020-10/31/2021	250.00
		VENUS MOBILE 1	ADMIN TOYOTA COROLLA	85.45
		CITIBANK	TML-GFAOT DUES, CGFO CHAPT	120.00
			AMAZON-BINDERS FOR COUNCIL	37.68
			UPCURVE-GOOGLE EMAIL/CONTR	433.48
			AMAZON-TOTES 4 PERMITS/STA	122.56
			OFFICE DEPOT-PAPER	226.62
			AMAZON-BREAKROOM	107.18
			AMAZON-BREAKROOM	21.98
			ADOBE-MONTHLY SUBSCRIPTION	215.92
			UATTEND-TIMECLOCK SUBSCRIP	87.68
			AMAZON-AAA BATTERIES	16.24
			TX MUNICIPAL CLERK- EXAM F	75.00
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	WATER USAGE 09/03/20-10/03	233.31
			WATER USAGE 09/03/20-10/03	233.30
		YELLOW ROSE CHAPTER TMCA	CITY SECRETARY	50.00
		WEX BANK	ADMIN FUEL	103.32
		GEXA ENERGY	50% CH / AUXILARY	422.02
		TXTAG	TOLLS TO PURCHASE ADMIN CA	3.97
		CARENOW CORPORATE	CANTU	100.00
		DROP SHOT PEST CONTROL	CITY HALL	110.00
		BUREAU VERITAS NORTH AMERICA, INC	220 CLIFF RIDGE LN	1,412.73
			205 S HICKORY	76.92
			20 BULLDOG DR	400.00
			14 BULLDOG DR	400.00
			1 BULLDOG	400.00
			102 STUDENT DR	400.00
			131 HIGHGATE	1,446.33
			1004 SUMNER DR	201.15
			160 TIGER RIDGE	1,311.93
			161 TIGER RIDGE	1,429.53
			221 TIGER RIDGE	1,382.49
			210 CLIFF RIDGE LN	1,392.57
			701 MEADOW RIDGE AVE	76.92
			340 CLIFF RIDGE LN	76.92
			340 CLIFF RIDGE LN	133.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			211 TIGER RIDGE	1,530.33
			141 OCELOT LN	1,530.33
			410 COTTON BEND TRL	133.95
			150 TIGER PLACE	1,486.65
			160 OCELOT LN	1,486.65
			123 BUSH DR	707.13
			125 BUSH DR	690.33
			129 BUSH DR	653.37
			127 BUSH DR	834.81
			139 BUSH DR	959.13
			137 BUSH DR	653.37
			135 BUSH DR	959.13
			133 BUSH DR	707.13
			131 BUSH DR	690.33
			200 LIBERTY LN	690.33
			119 BUSH DR	834.81
			121 BUSH DR	653.37
			115 BUSH DR	653.37
			121 HIGHGATE DR.	600.00
			211 HIGHGATE DR	76.92
			208 N HICKORY ST	76.92
			108 S MAIN	150.00
			103 ALAMO WAY	76.92
			113 W HWY 67	400.00
			118 W 2ND ST	400.00
			500 E HWY 67	400.00
			117 W HWY 67	400.00
			119 W HWY 67	400.00
			100 HWY 67	400.00
			104 W 2ND ST	400.00
			101 W HWY 67	400.00
			100 W 2ND ST	400.00
			103 E HWY 67	400.00
			116 W 2ND ST	400.00
			101 E HEY 67	400.00
			101 E HWY 67	400.00
			101 W HWY 67	400.00
			100 W 2ND ST	400.00
			106 W 2ND ST	76.92
			117 BUSH DR.	690.33
			113 BUSH DR	834.81
			111 BUSH DR.	707.13
			107 BUSH DR	834.81
			105 BUSH DR.	690.33
			210LIBERTY LN	653.37
			208 LIBERTY LN	690.33
			206 LIBERTY LN	707.13
			216 LIBERTY LN	834.81
			214 LIBERTY LN	653.37
			212 LIBERTY L N	707.13
			401 S LOCUST ST	495.45
			123 HANCOCK ST	76.92
			106 W 2ND ST	76.92
			140 OCELOT LN	600.00
			111 HIGHGATE DR	600.00
			141 HIGHGATE DR.	600.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			303 S MAIN ST	76.92
			130 HARLEY MEADOWS CIR	865.05
			1105 SUMNER DR	76.92
			202 S. HICKORY ST	76.92
		BIRKHOFF,HENDRICKS & CARTER, LLP	PATRIOT ESTATES PHASE 8	632.46
			HERITAGE HILLS PHASE 1	924.01
			GRAND PRAIRIE ETJ SWAP	1,251.75
			HERITAGE HILLS PHASE 2	775.29
			LEGACY HOUSING IMPROVEMENT	458.03
			PATRIOT ESTATES PHASE 9	578.53
			PATRIOT ESTATES PHASE 7	307.89
			PATRIOT ESTATES PHASE 8	410.52
			HERITAGE HILLS PHASE 2	513.15
			PATRIOT ESTATES PHASE 9	423.74
		CIGNA HEATHCARE	CIGNA HEALTH 2020-11	4,951.61
		**PAYROLL EXPENSES	11/01/2020 - 11/30/2020	18,190.58
			TOTAL:	101,135.27
POLICE DEPARTMENT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	2,767.66
			TMRS RETIREMENT	2,881.52
		U. S. TREASURY	FICA WITHHOLDING	1,484.68
			FICA WITHHOLDING	1,551.66
			MEDICARE WITHHOLDING	347.22
			MEDICARE WITHHOLDING	362.87
		TARRANT COUNTY COLLEGE - CJ TRAINING C	YATES-RED DOT TRAINING	70.00
		MISC VENDOR NATHAN DERA	NATHAN DERA; BOOTS	150.00
		AT&T MOBILITY	SEPT 20-OCT 19 2020	701.88
			UNKNOWN CREDITS	205.00-
		CORERECON, LLC	NOVEMBER 2020 SERVICES	882.00
		BROADVOICE	MONTHLY PHONE SERVICE	160.25
		UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION-DECEMBE	540.88
			UNUM ER LIFE & DISABILITY	861.22
		LORETTA S. MILLER	PD CLEANING SERVICES 11/5/	100.00
			CLEANING SERVICES 11/12/20	100.00
			PD	100.00
		SPCA OF TEXAS	A45988581, FEMALE CAT	70.00
			A45890736, MALE DOG	70.00
			A45957580, MALE DOG	70.00
		XEROX USAGE	593 @ 0.0050 PER B & W COP	2.97
		MARKSMEN FIREARMS	RED DOT SIGHT PROJECT	6,506.50
		REINALT-THOMAS CORPORATION	CROWN VIC	180.00
		TML RISK POOL	AUTOMOBILE	1,578.25
			LAW ENFORCEMENT	1,649.50
		VENUS AUTO PARTS LLC	BATTERIES FOR FOBS	22.76
		SYMBOL ARTS	UNIFORM PATCHES	929.00
		JOHNSON COUNTY TREASURER	HERRERA SO# 126073234	50.71
			SHAW SO# 202001445	50.71
		CITIBANK	BOUND TREE- MED SUPPLIES O	2,592.45
			VISTA PRINT-BUSINESS CARDS	76.79
			UPS STORE-PACKAGE FOR GROO	13.79
			DELL COMPUTERS-LAPTOP	2,096.47
			AT&T MOBILE DEVICE ACCESSO	91.00
			LEXIS NEXIS	54.64
			JOHN CO. VEH REGISTRATOIN	1.00
			JOHN CO. VEH REGISTRATOIN	1.00
			JOHN CO. VEH REGISTRATOIN	16.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			JOHN CO. VEH REGISTRATOIN	24.75
			CASA - MEALS FOR ORAL BOAR	68.78
			TEXAS POLICE CHIEF YEARLY	262.50
			AMAZON - PRINTER TONER	71.88
			AT&T MOBILE DEVICE ACCESSO	139.99
			AT&T MOBILE DEVICE ACCESSO	139.99
			FLEETIO-YEARLY FEE	600.00
		WEX BANK	POLICE FUEL	1,877.83
			MONTHLY SERVICE FEE	14.99
			REBATE	75.89-
		GEXA ENERGY	OLD PD/ 50% CH	505.31
		PRAETORIAN DIGITAL	TRAINING ACCESS FOR OFFICE	935.00
		FRONTIER COMMUNICATIONS	PD FAX LINE	90.97
		WATCH GUARD	CAMERA MOUNTS FOR BODY WOR	387.00
			CAMERA WARRANTIES	4,700.00
		CIGNA HEATHCARE	CIGNA HEALTH 2020-11	12,182.02
		**PAYROLL EXPENSES	11/01/2020 - 11/30/2020	<u>35,546.17</u>
			TOTAL:	86,452.17
COURT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	197.82
			TMRS RETIREMENT	200.82
		U. S. TREASURY	FICA WITHHOLDING	115.59
			FICA WITHHOLDING	117.36
			MEDICARE WITHHOLDING	27.03
			MEDICARE WITHHOLDING	27.45
		BILL J. SCOTT	MUNICIPAL JUDGE	800.00
		AT&T MOBILITY	SEPT 20-OCT 19 2020	38.25
		CORERECON, LLC	NOVEMBER 2020 SERVICES	882.00
		RODNEY RAMSEY	OCTOBER 2020 SERVICES	300.00
		UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION-DECEMBE	55.55
			UNUM ER LIFE & DISABILITY	62.60
		TYLER TECHNOLOGIES	THIRD PARTY ANNUAL FEES	421.66
		CIGNA HEATHCARE	CIGNA HEALTH 2020-11	708.91
		**PAYROLL EXPENSES	11/01/2020 - 11/30/2020	<u>2,859.91</u>
			TOTAL:	6,814.95
FIRE DEPARTMENT	GENERAL FUND	TML RISK POOL	AUTOMOBILE	1,159.00
		GEXA ENERGY	FIRE DEPT	<u>189.00</u>
			TOTAL:	1,348.00
PUBLIC WORKS	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	552.90
			TMRS RETIREMENT	577.50
		U. S. TREASURY	FICA WITHHOLDING	305.57
			FICA WITHHOLDING	335.10
			MEDICARE WITHHOLDING	71.46
			MEDICARE WITHHOLDING	78.37
		AT&T MOBILITY	SEPT 20-OCT 19 2020	127.34
		FRONTIER ACCESS LLC	PUBLIC WORKS	118.96
		CINTAS	SWEATSHIRTS	267.93
			WEEKLY SERVICE	30.67
			WEEKLY SERVICE	30.67
			WEEKLY SERVICE	43.72
			JOHNNY'S PANTS CREDIT	13.05-
			WEEKLY SERVICE	25.66
		UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION-DECEMBE	125.24
			UNUM ER LIFE & DISABILITY	167.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TRUSCO MANUFACTURING CO	4G PAINT TANK AND 4" SPRAY	819.00
			HAND PUMP SPRAYER PARTS	159.76
		TML RISK POOL	AUTOMOBILE	284.00
			MOBILE EQUIPMENT	106.13
		TXU ENERGY	STLG 1 78924SD	1,216.21
			STLG 2 61834SD	145.56
			STLG-C LE 22287LE	1,029.74
			STLG-C LE 141-180	145.16
		VENUS AUTO PARTS LLC	HOSE/VALVE	11.68
			TIE DOWNS	19.99
			TERRY TOWELS	24.99
			OIL	6.38
			BOLTS	8.64
			FUSES	4.99
			50 FT EXTENSION CORD	49.99
			CHALK LINE	9.99
			D- RING	6.49
		WALMART	PHONE FOR OFFICE	59.00
		PRAXAIR DISTRIBUTION INC	ACETYLENE GAS CYLINDER	61.94
		CITIBANK	AMAZON-MOUSE/PHONE CASE	59.45
			SPORTSMEND GUIDE-WORKBOOTS	121.49
			HOME DEPOT-WEED EATER	219.00-
			HOME DEPOT-LEVEL	39.97
			SPORTSMANS-PACKAGE PROTECT	0.99
			SPORTSMANS-MEMEBERSHIP	9.99
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	WATER USAGE 09/03/20-10/03	25.93
		GEXA ENERGY	PUBLIC WORKS	564.07
		CENTERLINE SUPPLY	INVENTORY ITEMS	2,689.00
		DROP SHOT PEST CONTROL	PEST SERVICE	65.00
		CIGNA HEATHCARE	CIGNA HEALTH 2020-11	3,136.03
		**PAYROLL EXPENSES	11/01/2020 - 11/30/2020	<u>7,373.86</u>
			TOTAL:	20,882.35
NON-DEPARTMENTAL	CPF-2020 BOND PROC	BIRKHOFF,HENDRICKS & CARTER, LLP	VENUS PARKWAY	<u>2,517.06</u>
			TOTAL:	2,517.06
NON-DEPARTMENTAL	VENUS COMM DEVELOP	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	87.58
			TMRS RETIREMENT	88.99
		U. S. TREASURY	FEDERAL WITHHOLDING	154.64
			FEDERAL WITHHOLDING	72.46
			FICA WITHHOLDING	77.57
			FICA WITHHOLDING	78.82
			MEDICARE WITHHOLDING	18.14
			MEDICARE WITHHOLDING	<u>18.43</u>
			TOTAL:	596.63
SPECIAL REV DEPT/VCSDC	VENUS COMM DEVELOP	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	131.87
			TMRS RETIREMENT	134.00
		U. S. TREASURY	FICA WITHHOLDING	77.57
			FICA WITHHOLDING	78.82
			MEDICARE WITHHOLDING	18.14
			MEDICARE WITHHOLDING	18.43
		AT&T MOBILITY	SEPT 20-OCT 19 2020	5.57
		FRONTIER ACCESS LLC	CIVIC CENTER	88.64
		CINTAS	SWEATSHIRTS	39.99
			WEEKLY SERVICE	4.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			WEEKLY SERVICE	4.15
			WEEKLY SERVICE	4.15
			WEEKLY SERVICE	4.15
		UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION-DECEMBE	30.72
			UNUM ER LIFE & DISABILITY	45.07
		LORETTA S. MILLER	CIVI CLEANING SERVICES 11/	75.00
			CIVIC CENTER CLEANING	75.00
		NEXTLINK	FY 19-20 CAMERAS FOR PARK	152.37
		VENUS AUTO PARTS LLC	KEYS/STAMPS FOR CIVIC CENT	15.96
			CIVIC CENTER KEYS	9.95
			GFCI OUTLETS/COVERS	55.97
			ELECTRICAL COVER PLATES	21.96
			CHAINSAW FILE	2.19
			ANT KILLER	15.98
			POLE SAW	44.99
		MIDLOTHIAN MIRROR	NOT. OF PUBLIC HEAR TYPE B	110.24
		COSPER TRACTOR	TIRE FOR PARKS MOWER	35.05
		CITIBANK	AMAZON-MIROPHONES FOR CIVI	67.33
			AMAZON-MICROPHONE	39.98
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	WATER USAGE 09/03/20-10/03	22.73
			WATER USAGE 09/03/20-10/03	22.73
		WEX BANK	TYPE B FUEL	71.37
		GEXA ENERGY	PARKS/CIVIC CENTER	950.13
		DROP SHOT PEST CONTROL	PEST SERVICE	65.00
		CIGNA HEATHCARE	CIGNA HEALTH 2020-11	708.91
		**PAYROLL EXPENSES	11/01/2020 - 11/30/2020	<u>1,886.57</u>
			TOTAL:	5,054.87
PUBLIC WORKS	STREET TAX FUND	BIRKHOFF,HENDRICKS & CARTER, LLP	2020 ROADWAY REHAB	<u>615.78</u>
			TOTAL:	615.78
NON-DEPARTMENTAL	CPF-STREET IMPROVE	ALPHA TESTING, INC.	MATERIAL TESTING	547.50
			MATERIAL TESTING	547.50
		PEACHTREE CONTRUCTION	CONSTRUCTION PAY REQ 1	126,589.32
		JOEL DAUGHERTY	CR. 109	530.00
			CR 214	530.00
		BIRKHOFF,HENDRICKS & CARTER, LLP	2020 ROADWAY REHAB	690.35
			2020 ROADWAY REHAB	<u>690.35</u>
			TOTAL:	130,125.02
NON-DEPARTMENTAL	BRAHMAN RANCH PID	BIRKHOFF,HENDRICKS & CARTER, LLP	BRAHMAN RANCH	<u>1,054.43</u>
			TOTAL:	1,054.43
NON-DEPARTMENTAL	WATER & SEWER FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	756.12
			TMRS RETIREMENT	731.06
		U. S. TREASURY	FEDERAL WITHHOLDING	712.18
			FEDERAL WITHHOLDING	559.55
			FICA WITHHOLDING	623.02
			FICA WITHHOLDING	597.92
			MEDICARE WITHHOLDING	145.71
			MEDICARE WITHHOLDING	139.85
		CHILD SUPPORT DISTRIBUTION FUND	CASE #0013021454D201405879	466.15
			CASE #00124129473254854551	267.51
			CASE #00124129473254854551	267.51
		MISC VENDOR	01-0120-01	74.07
		VENUS GARDEN CENTER	01-0758-01	44.07
		VILLANUEVA, ALICIA		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VENUS COUNTRY STORE	01-0855-03	163.12
		JONATHAN MARK HOMES	01-5235-00	40.29
		UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION-DECEMBE	87.71
			UNUM VOLUNTARY LIFE	114.12
		STATE COMPTROLLER	TOTAL TAXES COLLECTED	2,306.22
			SALES TAX PAID ON PURCHASE	4.76-
			TIMELY PAYMENT DISCOUNT	11.55-
		CITIBANK	SPORTSMEND GUIDE-WORKBOOTS	9.72
			FED EX PLAN COPY	8.57
			HOME DEPOT-WEED EATER	18.07-
			ADOBE-PDF EDITOR	1.24
			HOME DEPOT-LEVEL	3.30
		CAREFLITE	OCTOBER 2020 BILLING	313.00
		CIGNA HEATHCARE	CIGNA HEALTH 2020-11	1,528.36
			TOTAL:	9,925.99
NON-DEPARTMENTAL	WATER & SEWER FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	1,138.50
			TMRS RETIREMENT	1,100.76
		U. S. TREASURY	FICA WITHHOLDING	623.00
			FICA WITHHOLDING	597.91
			MEDICARE WITHHOLDING	145.71
			MEDICARE WITHHOLDING	139.84
		ATMOS ENERGY CORP.	10/02/20 - 11/02/20	61.60
		CITY OF MIDLOTHIAN	09/30/2020-10/31/2020	57,697.20
		AT&T MOBILITY	SEPT 20-OCT 19 2020	152.88
		FRONTIER ACCESS LLC	RESIDENTIAL	18,022.31
			COMMERCIAL	15,020.38
		CINTAS	SWEATSHIRTS	231.59
			WEEKLY SERVICE	21.51
			WEEKLY SERVICE	21.51
			WEEKLY SERVICE	34.56
			JOHNNY'S PANTS CREDIT	13.05-
			WEEKLY SERVICE	26.52
		CORERECON, LLC	NOVEMBER 2020 SERVICES	882.00
		UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION-DECEMBE	215.62
			UNUM ER LIFE & DISABILITY	353.26
		ABILENE PLUMBING SUPPLY CO., INC	RESTOCK SEWER PARTS	1,963.52
		THE BEE GUY	BEE HIVE REMOVAL FROM METE	100.00
		ZONE INDUSTRIES, LLC	PUMP PARTS FOR PRISON LIFT	2,132.10
			PUMP PARTS 4 PRISON LIFTST	60.30
		TML RISK POOL	AUTOMOBILE	652.25
			GEN LIABILITY	186.50
			E&O	362.00
			MOBILE EQUIPMENT	106.12
			REAL & PERS PROPERTY	2,049.75
		TCEQ	TCEQ ANNUAL PERMIT	620.00
		VENUS AUTO PARTS LLC	FLY SWATTER	1.49
			OIL	19.96
			OIL/LIFTSTATOIN	6.98
			OIL, GAP GAUGE, KNIFE SHAR	19.37
			SAW BLADES, CHISELS, SANDP	23.75
			OIL/FILTERS	22.36
			STENCILS	5.56
			BLADES, GREASE, CARB CLEAN	27.54
			PIPE FITTINGS	13.96
			SNAP RINGS	1.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ALL-THREAD, WASHERS, NUTS	14.07
		WALMART	BREAKROOM SUPPLIES	95.82
		TRINITY RIVER AUTHORITY	LEAD & COPPER SAMPLES	1,339.20
		LOWER COLORADO RIVER AUTHORITY	TOTAL NITRATE	8.74
		TRACTOR SUPPLY CO.	HEAT LAMPS & HOOKS	43.90
		HALLMAN EQUIPMENT RENTAL, INC	CUT-OFF SAW	104.00
		GUADALAJARA TIRES	TIRES FOR GM-15	570.00
		USA BLUEBOOK	AMMONIA & MONCHLOR REAGENT	136.98
			STRIPS/ALCOHOL FOR WATER T	204.53
		VENUS MOBILE 1	2018 TOYOTA TUNDRA	96.42
		CITIBANK	AMAZON-MONITOR FOR PUBLIC	99.99
			TEEX- WASTE WATER COURSE	410.00
			FLASH OR PLAN COPIES	103.83
			USPS-POSTAGE	5.79
			TCEQ-TEST FEE	113.75
			ADOBE-PDF EDITOR	14.99
		WEX BANK	W/S FUEL	1,035.96
		GEXA ENERGY	WATER/SEWER	1,020.91
		ARAMARK UNIFORM SERV	WEEKLY CONTRACT FEE	33.58
			WEEKLY CONTRACT FEE	33.58
			WEEKLY CONTRACT SERVICE	33.58
			FIRST AID	33.58
		BIRKHOFF,HENDRICKS & CARTER, LLP	W & WW IMPACT FEE	1,000.00
			ENGINEERING SERVICES	2,787.50
			W & WW IMPACT FEE STUDY	1,000.00
		CIGNA HEATHCARE	CIGNA HEALTH 2020-11	4,541.27
		**PAYROLL EXPENSES	11/01/2020 - 11/30/2020	<u>14,012.06</u>
			TOTAL:	133,742.53
NON-DEPARTMENTAL	W/S CPF - 2018 CO	JACOB MARTIN, LLC	WWTP DESIGN	33,000.00
			BRAHMAN WWTP	<u>4,400.00</u>
			TOTAL:	37,400.00

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===== FUND TOTALS =====
10 GENERAL FUND                254,078.25
11 CPF-2020 BOND PROCEEDS      2,517.06
30 VENUS COMM DEVELOP          5,651.50
50 STREET TAX FUND              615.78
51 CPF-STREET IMPROVEMENTS     130,125.02
56 BRAHMAN RANCH PID           1,054.43
60 WATER & SEWER FUND          143,668.52
64 W/S CPF - 2018 CO BONDS     37,400.00
-----
GRAND TOTAL:                   575,110.56
-----

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SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF VENUS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 11/01/2020 THRU 11/30/2020

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: NET
CHECK DATE: 11/01/2020 THRU 11/30/2020

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: NO
INCLUDE OPEN ITEM:NO

Venus Volunteer Fire Department

Incident Statistics

Start Date: 11/01/2020

November 2020

End Date: 11/30/2020



INCIDENT COUNT	
INCIDENT TYPE	# INCIDENTS
FIRE	15
EMS	83
TOTAL	98

MUTUAL AID	
AID TYPE	TOTAL
AID GIVEN	4
AID RECEIVED	2

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)	
EMS	FIRE
0:09:48	0:16:12
AVERAGE FOR ALL CALLS	0:10:12

LIGHTS AND SIRENS - AVERAGE TURNOUT TIME (Dispatch to Enroute)	
EMS	FIRE
0:04:56	0:07:20
AVERAGE FOR ALL CALLS	0:05:07

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

MISSED CALLS			
ZONE	MISSED	MONDAY - FRIDAY (0700 TO 1900HRS)*	OUTSIDE MONDAY - FRIDAY
7200-CITY LIMITS	7	7	0
7201	15	13	2
7202	1	1	0
7203	5	4	1
7204	2	2	0
TOTAL	30	27	3

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

City of Venus
Departmental Staff Report
Public Works Department

December 14, 2020

Staff Report for November-December.

Water/Sewer Utility Department:

There were no water leaks or sewer back-ups.

Installed a weather guard covering for the altitude valve at the GST downtown.

Installed sprinkler line at City Hall.

Changed out 9 old meters to the new Digital meters.

All water wells are pulled and 1 plugged.

Street Department:

Pothole Patching:

7 potholes on the Square & around Civic Center.

1 pothole on 5th St.

1 pothole on 6th St & Locust.

5 potholes on 2nd St.

Weeded 5th St & Meadow Ridge ROW.

Added road base to alley behind Venus Auto Parts.

Repaired sign on 4th & Locust St.

Cleaned up weeds at the Welcome signs.

Park Department:

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

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



VENUS POLICE DEPARTMENT
MONTHLY REPORT
November 2020

CRIME STATS

	11-2020	% + or -	10-2020	09-2020	3 MONTH AVERAGE
CAD EVENTS	1354	-4.1%	1412	1913	1560
REPORTS TAKEN	29	-21.6%	37	22	29
ARRESTS	7	-12.5%	8	3	6
ACCIDENTS WORKED	12	50.0%	8	7	9
TRAFFIC ASSIGNMENTS	42	-44.0%	75	64	60
TRAFFIC STOPS	146	-18.9%	180	279	202
CITATIONS ISSUED	53	-11.7%	60	78	64
WARNINGS ISSUED	53	-35.4%	82	150	95
CODE CITATIONS ISSUED	1	200.0%	2	0	1
CODE WARNINGS ISSUED	5	-66.7%	15	16	12

Significant Police Responses

Date	Call Type	Status	Notes
11/01/2020	Hit and Run Accident	Arrest	Case filed with County Attorney
11/04/2020	Theft \$100<\$750	Active	Property recovered
11/05/2020	Public Intoxication	Arrest	Case filed with Municipal Court
11/07/2020	DWI 2cnd	Arrest	Case filed with County Attorney
11/10/2020	MHMR Contact	Closed	Subject voluntarily admitted
11/21/2020	Poss of Drug Paraphernalia	Cited	Case filed with Municipal Court
11/23/2020	Criminal Mischief \$750<\$2500	Active	Case to be filed with the County Attorney



GENERAL FUND
FINAL BUDGET & ACTUAL (UNAUDITED)
TWELVE MONTHS ENDED SEPTEMBER 30, 2020

						VARIANCE
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL BUDGET BASIS	YEAR-END ACCRUALS	ACTUAL GAAP BASIS	FAVORABLE (UNFAVORABLE)
REVENUES:						
Property Taxes	\$ 1,437,669	\$ 1,465,675	\$ 1,461,451	\$ (402)	\$ 1,461,049	\$ (4,626)
Sales Taxes	452,000	492,232	549,530	39,477	589,007	96,775
Franchise Fees	100,000	114,000	113,993	13,874	127,867	13,867
Licenses and Permits	453,300	680,000	761,646	-	761,646	81,646
Charge for Services	7,800	4,500	3,623	-	3,623	(877)
Fines and Forfeitures	77,000	50,750	52,337	-	52,337	1,587
Intergovernmental	63,288	164,771	164,984	-	164,984	213
Investment Earnings	8,000	20,000	15,471	5,364	20,835	835
Other	-	67,599	67,292	-	67,292	(307)
TOTAL REVENUES	2,599,057	3,059,527	3,190,327	58,313	3,248,640	189,113
EXPENDITURES:						
Administration	667,641	725,235	727,368	(10,549)	716,819	8,416
Planning & Development	245,000	409,000	445,519	-	445,519	(36,519)
Police	1,172,156	1,247,156	1,226,605	(33,155)	1,193,450	53,706
Municipal Court	95,565	112,000	102,911	(2,583)	100,328	11,672
Fire	37,494	13,368	12,781	(903)	11,878	1,490
Public Works	361,105	302,400	257,602	(8,018)	249,584	52,816
Debt Payments	132,713	125,717	125,717	-	125,717	-
Capital Outlay	10,000	99,599	62,562	-	62,562	37,037
TOTAL EXPENDITURES	2,721,674	3,034,475	2,961,065	(55,208)	2,905,857	128,618
REVENUE OVER (UNDER) EXPENDITURES	(122,617)	25,052	229,262	113,521	342,783	317,731
OTHER FINANCING SOURCES (USES) Transfer to Street Tax CPF	-	(538,905)	(532,317)	-	(532,317)	6,588
CHANGE IN FUND BALANCE	(122,617)	(513,853)	(303,055)	113,521	(189,534)	324,319
BEGINNING FUND BALANCE	1,805,602	2,195,923	2,195,923	(75,558)	2,120,365	(75,558)
ENDING FUND BALANCE	\$ 1,682,985	\$ 1,682,070	\$ 1,892,868	\$ 37,963	\$ 1,930,831	\$ 248,761
LESS: 120-DAY RESERVE					(934,782)	
ENDING FUND BALANCE-UNASSIGNED					\$ 996,049	

DEBT SERVICE FUND
FINAL BUDGET & ACTUAL (UNAUDITED)
TWELVE MONTHS ENDED SEPTEMBER 30, 2020

						VARIANCE
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL BUDGET BASIS	YEAR-END ACCRUALS	ACTUAL GAAP BASIS	FAVORABLE (UNFAVORABLE)
REVENUES:						
Property Taxes	\$ -	\$ 322,744	\$ 321,786	\$ (42)	\$ 321,744	\$ (1,000)
Penalties & Interest	-	71	71	-	71	-
TOTAL REVENUES	-	322,815	321,857	(42)	321,815	(1,000)
EXPENDITURES:						
Administration	-	550	550	-	550	-
Debt Principal-2018 bonds	155,325	60,000	60,000	-	60,000	-
Debt Interest-2018 bonds	-	88,300	88,300	-	88,300	-
TOTAL EXPENDITURES	155,325	148,850	148,850	-	148,850	-
REVENUE OVER (UNDER) EXPENDITURES	(155,325)	173,965	173,007	(42)	172,965	(1,000)
OTHER FINANCING SOURCES (USES)						
Transfer to W/S Fund	-	(172,250)	(172,250)	-	(172,250)	-
Transfer from VCDC Fund	50,000	-	-	-	-	-
CHANGE IN FUND BALANCE	(105,325)	1,715	757	(42)	715	(1,000)
BEGINNING FUND BALANCE	2,082	2,082	2,082	1,186	3,268	1,186
ENDING FUND BALANCE	\$ (103,243)	\$ 3,797	\$ 2,839	\$ 1,144	\$ 3,983	\$ 186

VENUS COMMUNITY SERVICE DEVELOPMENT CORPORATION
FINAL BUDGET & ACTUAL (UNAUDITED)
TWELVE MONTHS ENDED SEPTEMBER 30, 2020

						VARIANCE
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL BUDGET BASIS	YEAR-END ACCRUALS	ACTUAL GAAP BASIS	FAVORABLE (UNFAVORABLE)
REVENUES:						
Sales Taxes	\$ 193,791	\$ 196,892	\$ 219,812	\$ 15,790	\$ 235,602	\$ 38,710
Interest Income	500	1,350	1,344	-	1,344	(6)
TOTAL REVENUES	194,291	198,242	221,156	15,790	236,946	38,704
EXPENDITURES:						
Personnel Costs	-	6,920	9,205	147	9,352	(2,432)
Material and Supplies	22,368	15,000	10,541	-	10,541	4,459
Repairs and Maintenance	39,000	17,500	5,822	-	5,822	11,678
Contracted Services	-	-	4,047	-	4,047	(4,047)
Departmental	1,000	250	-	-	-	250
Capital Outlay	131,000	131,000	86,257	-	86,257	44,743
TOTAL EXPENDITURES	193,368	170,670	115,872	147	116,019	54,651
REVENUE OVER (UNDER) EXPENDITURES	923	27,572	105,284	15,643	120,927	93,355
OTHER FINANCING SOURCES (USES) Transfer (To) From Other Funds	(50,000)	29,224	29,130	-	29,130	(94)
CHANGE IN FUND BALANCE	(49,077)	56,796	134,414	15,643	150,057	93,261
BEGINNING FUND BALANCE	126,892	126,892	126,892	34,024	160,916	34,024
ENDING FUND BALANCE	\$ 77,815	\$ 183,688	\$ 261,306	\$ 49,667	\$ 310,973	\$ 127,285

Capital Outlay Details:

	Budget	Actual	Variance
Audio/Visual System-Civic Center	\$ 15,000	14,270	730
Kitchen Remodel-Civic Center	15,000	15,333	(333)
Fielder Park Security System	16,000	-	16,000
Fielder Park Lighting	24,171	24,171	-
Shanna Park/Civic Center Lighting	32,483	32,483	-
Fielder Park Entrance	28,346	-	28,346
Total Capital Outlay	\$ 131,000	\$ 86,257	44,743

COURT TECHNOLOGY FUND
FINAL BUDGET & ACTUAL (UNAUDITED)
TWELVE MONTHS ENDED SEPTEMBER 30, 2020

						VARIANCE
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL BUDGET BASIS	YEAR-END ACCRUALS	ACTUAL GAAP BASIS	FAVORABLE (UNFAVORABLE)
REVENUES:						
Court Technology Fees	\$ 2,500	\$ 1,525	\$ 1,302	\$ -	\$ 1,302	\$ (223)
Intergovernmental Revenue	16,500	-	-	-	-	-
Interest Income	-	275	275	-	275	-
TOTAL REVENUES	19,000	1,800	1,577	-	1,577	(223)
EXPENDITURES:						
Court Technology Expend	18,300	1,800	1,577	-	1,577	223
TOTAL EXPENDITURES	18,300	1,800	1,577	-	1,577	223
REVENUE OVER (UNDER) EXPENDITURES	700	-	-	-	-	-
BEGINNING FUND BALANCE	52,329	-	-	-	-	-
ENDING FUND BALANCE	\$ 53,029	\$ -	\$ -	\$ -	\$ -	\$ -

COURT SECURITY FUND
FINAL BUDGET & ACTUAL (UNAUDITED)
TWELVE MONTHS ENDED SEPTEMBER 30, 2020

	VARIANCE					
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL BUDGET BASIS	YEAR-END ACCRUALS	ACTUAL GAAP BASIS	FAVORABLE (UNFAVORABLE)
REVENUES:						
Court Security Fees	\$ 2,000	\$ 1,300	\$ 1,279	\$ -	\$ 1,279	\$ (21)
Interest Income	-	363	363	-	363	-
TOTAL REVENUES	2,000	1,663	1,642	-	1,642	(21)
EXPENDITURES:						
Court Security Expend	-	2,500	1,995	-	1,995	505
TOTAL EXPENDITURES	-	2,500	1,995	-	1,995	505
REVENUE OVER (UNDER) EXPENDITURES	2,000	(837)	(353)	-	(353)	484
BEGINNING FUND BALANCE	74,213	20,775	20,775	-	20,775	-
ENDING FUND BALANCE	\$ 76,213	\$ 19,938	\$ 20,422	\$ -	\$ 20,422	\$ 484

STREET TAX FUND
FINAL BUDGET & ACTUAL (UNAUDITED)
TWELVE MONTHS ENDED SEPTEMBER 30, 2020

						VARIANCE
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL BUDGET BASIS	YEAR-END ACCRUALS	ACTUAL GAAP BASIS	FAVORABLE (UNFAVORABLE)
REVENUES:						
Sales Taxes	\$ 50,000	\$ 98,446	\$ 109,906	\$ 7,895	\$ 117,801	\$ 19,355
Interest Income	-	673	673	-	673	-
TOTAL REVENUES	50,000	99,119	110,579	7,895	118,474	19,355
EXPENDITURES:						
Street Repairs	115,000	117,509	117,509	-	117,509	-
Street Materials	-	-	4,872	-	4,872	(4,872)
TOTAL EXPENDITURES	115,000	117,509	122,381	-	122,381	(4,872)
REVENUE OVER (UNDER) EXPENDITURES	(65,000)	(18,390)	(11,802)	7,895	(3,907)	14,483
OTHER FINANCING SOURCES (USES) Transfer to Street Tax CPF	-	(9,095)	(15,683)	-	(15,683)	(6,588)
CHANGE IN FUND BALANCE	(65,000)	(27,485)	(27,485)	7,895	(19,590)	7,895
BEGINNING FUND BALANCE	131,001	27,485	27,485	17,012	44,497	17,012
ENDING FUND BALANCE	\$ 66,001	\$ -	\$ -	\$ 24,907	\$ 24,907	\$ 24,907

BRAHMAN RANCH PSA

Date	Check	Vendor	Description	Balance	
5/31/2019		Miskoman (Brahman Ranch)	PSA agreement	\$ 30,000.00	Coded to license & permits in FY 2019
9/30/2019	Multiple	Messer, Rockefeller & Fort	Legal fees	<u>(2,506.50)</u>	
				\$ 27,493.50	Deferred revenue balance @ 09/30/19
4/17/2020	334919	Birkhoff, Hendricks & Carter	Engineering	(1,479.97)	
5/22/2020	034104	Birkhoff, Hendricks & Carter	Engineering	(187.71)	
6/19/2020	034194	Birkhoff, Hendricks & Carter	Engineering	(187.71)	
7/17/2020	034282	Birkhoff, Hendricks & Carter	Engineering	(93.86)	
11/30/2019	334663	Messer, Rockefeller & Fort	Legal fees	(301.50)	
12/31/2019	334771	Messer, Rockefeller & Fort	Legal fees	(313.50)	
1/31/2020	334750	Messer, Rockefeller & Fort	Legal fees	(529.50)	
2/29/2020	334869	Messer, Rockefeller & Fort	Legal fees	(433.00)	
3/31/2020	334922	Messer, Rockefeller & Fort	Legal fees	(180.00)	
4/30/2020	034105	Messer, Rockefeller & Fort	Legal fees	(30.00)	
8/31/2020	034509	Messer, Rockefeller & Fort	Legal fees	(1,041.00)	
9/30/2020	034602	Messer, Rockefeller & Fort	Legal fees	<u>(243.00)</u>	
				22,472.75	Deferred revenue balance @ 09/30/20
10/31/2020	034746	Messer, Rockefeller & Fort	Legal fees	(247.00)	
10/31/2020	034662	Birkhoff, Hendricks & Carter	Engineering	(1,054.43)	

LGI (PATRIOT ESTATES) PSA

Date	Check	Vendor	Description	Balance
11/25/2020		LGI/Patriot Estates	PSA agreement	\$ 50,000.00
11/27/2020	034747	Midlothian Mirror	Legal notice	(419.76)
10/31/2020	034746	Messer, Rockefeller & Fort	Legal fees	(380.00)
				49,200.24 Deferred revenue balance

CAPITAL PROJECTS FUND - BRAHMAN RANCH WWTP (2018 BONDS)
BUDGET & ACTUAL - LIFE TO DATE
AS OF SEPTEMBER 30, 2020

						VARIANCE
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL BUDGET BASIS	YEAR-END ACCRUALS	ACTUAL GAAP BASIS	FAVORABLE (UNFAVORABLE)
REVENUES:						
Bond Proceeds	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -
Capital Contributions	500,000	-	500,000	-	500,000	-
Interest Income	-	-	6,801	-	6,801	6,801
TOTAL REVENUES	2,000,000	-	2,006,801	-	2,006,801	6,801
EXPENDITURES:						
Capital Outlay-Engineering	80,000	-	45,500	-	45,500	34,500
Capital Outlay-Construction	1,920,000	-	-	-	-	1,920,000
Capital Outlay-Other Costs	-	-	-	-	-	-
TOTAL EXPENDITURES	2,000,000	-	45,500	-	45,500	1,954,500
REVENUE OVER (UNDER) EXPENDITURES	-	-	1,961,301	-	1,961,301	1,961,301
OTHER FINANCING SOURCES (USES) Transfers In (Out)	-	-	-	-	-	-
CHANGE IN FUND BALANCE	-	-	1,961,301	-	1,961,301	1,961,301
BEGINNING FUND BALANCE	-	-	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ 1,961,301	\$ -	\$ 1,961,301	\$ 1,961,301

CAPITAL PROJECTS FUND - VENUS PARKWAY (2020 BONDS)
BUDGET & ACTUAL - LIFE TO DATE
AS OF SEPTEMBER 30, 2020

						VARIANCE
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL BUDGET BASIS	YEAR-END ACCRUALS	ACTUAL GAAP BASIS	FAVORABLE (UNFAVORABLE)
REVENUES:						
Bond Proceeds	\$ 4,169,000	\$ -	\$ 4,169,000	\$ -	\$ 4,169,000	\$ -
Capital Contributions	-	-	-	-	-	-
Interest Income	-	-	469	-	469	469
TOTAL REVENUES	4,169,000	-	4,169,469	-	4,169,469	469
EXPENDITURES:						
Capital Outlay-Engineering	250,000	-	19,592	-	19,592	230,408
Capital Outlay-Construction	3,919,000	-	-	-	-	3,919,000
Capital Outlay-Other Costs	-	-	-	-	-	-
TOTAL EXPENDITURES	4,169,000	-	19,592	-	19,592	4,149,408
REVENUE OVER (UNDER) EXPENDITURES	-	-	4,149,877	-	4,149,877	4,149,877
OTHER FINANCING SOURCES (USES) Transfers In (Out)	-	-	-	-	-	-
CHANGE IN FUND BALANCE	-	-	4,149,877	-	4,149,877	4,149,877
BEGINNING FUND BALANCE	-	-	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ 4,149,877	\$ -	\$ 4,149,877	\$ 4,149,877

CAPITAL PROJECTS FUND - 2020 STREET REHABILITATION PROJECTS
BUDGET & ACTUAL - LIFE TO DATE
AS OF SEPTEMBER 30, 2020

						VARIANCE
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL BUDGET BASIS	YEAR-END ACCRUALS	ACTUAL GAAP BASIS	FAVORABLE (UNFAVORABLE)
REVENUES:						
Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Contributions	-	-	-	-	-	-
Interest Income	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-
EXPENDITURES:						
Capital Outlay-CR 109	254,000	-	4,320	-	4,320	249,680
Capital Outlay-CR 214	294,000	-	4,316	-	4,316	289,684
TOTAL EXPENDITURES	548,000	-	8,636	-	8,636	539,364
REVENUE OVER (UNDER) EXPENDITURES	(548,000)	-	(8,636)	-	(8,636)	539,364
OTHER FINANCING SOURCES (USES)						
Transfer from Street Tax	9,095	-	15,683	-	15,683	6,588
Transfer from General Fund	538,905	-	532,317	-	532,317	(6,588)
CHANGE IN FUND BALANCE	-	-	539,364	-	539,364	539,364
BEGINNING FUND BALANCE	-	-	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ 539,364	\$ -	\$ 539,364	\$ 539,364

CAPITAL PROJECTS FUND - HH/LGI SEWER FORCE MAIN
BUDGET & ACTUAL - LIFE TO DATE
AS OF SEPTEMBER 30, 2020

						VARIANCE
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL BUDGET BASIS	YEAR-END ACCRUALS	ACTUAL GAAP BASIS	FAVORABLE (UNFAVORABLE)
REVENUES:						
Bond Proceeds	\$ -	\$ -	\$ -		\$ -	\$ -
Capital Contributions-Heritage	561,864	-	-	1,258	1,258	(560,606)
Capital Contributions-LGI	1,090,676	-	-	2,442	2,442	(1,088,234)
Interest Income	-	-	-		-	-
TOTAL REVENUES	1,652,540	-	-	3,700	3,700	(1,648,840)
EXPENDITURES:						
Capital Outlay-Engineering	-	-	-	-	-	-
Capital Outlay-Construction	1,652,540	-	-	-	-	1,652,540
Capital Outlay-Other Costs	-	-	3,700	-	3,700	(3,700)
TOTAL EXPENDITURES	1,652,540	-	3,700	-	3,700	1,648,840
REVENUE OVER (UNDER)						
EXPENDITURES	-	-	(3,700)	3,700	-	-
OTHER FINANCING SOURCES (USES)						
Transfers In (Out)	-	-	-	-	-	-
CHANGE IN FUND BALANCE	-	-	(3,700)	3,700	-	-
BEGINNING FUND BALANCE	-	-	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ (3,700)	\$ 3,700	\$ -	\$ -



**Citizens
National Bank
Of Texas**
Your Bank Since 1868

November 19, 2020

City of Venus
Attn: Ms. Cheryl Estes, CPA
Finance Director
P.O. Box 380
Venus Texas 76084 0380

Subject: Bank Accounts and Balances

Ms. Estes

This letter is being written as a follow up from our recent conversations concerning The City's account balances and or rates of said accounts. As of November 19, 2020 City has on Deposit with CNB of Texas \$5,859,133.92 plus \$531,885.28 (matured CDARS CD) for a total of \$6,391,019.20. Our records indicate that the City has FHLB coverage of \$6,664,000.00 plus FDIC Coverage. We have received information indicating that an additional \$10,800,000.00 in coverage will be needed by the end of February 2021. At this time CNB will not be able to offer any additional FHLB coverage to the City.

We understand that there may be other Financial Institutions that would better serve the City's banking needs. Please know that CNB would consider releasing the City of their Depository Account Agreement so that they may find a Financial Institution that can service their needs.

We thank you for the opportunity to serve your Banking needs and should any additional information be needed please do not hesitate to reach out to us.

Regards

Kerri Araujo
Sr. Vice President
Kerri.Araujo@cnboftexas.com
972 351 5163

CC Josh Davis
CC Tiffany Wilke
CC Marianne Davis for Mr. Singleton



City Council Meeting - December 14th, 2020
Development Agreement Presentation
Northstar, Prairie Creek, Mustang Meadows,
and Southern Cross Ranch

Venus, Texas





- Our Purpose: To familiarize City Council with our 3 Master Planned communities and Mustang Meadows a traditional neighborhood adjacent to the Venus schools.
- Our goal: To facilitate a final discussion forward with the City of Venus and with the support of City Council to reach a path forward in the next 60 days.
- Our Presentation is set to present a vision based on what we have learned from City Council, their vision, their challenges and use their experience to enhance and bring community planning over master planning to enhance the strong City of Venus community which exists today.
- At JMJ Development we recognize our role in shaping communities and our influence on the long-term growth on the communities and cities we build-in.

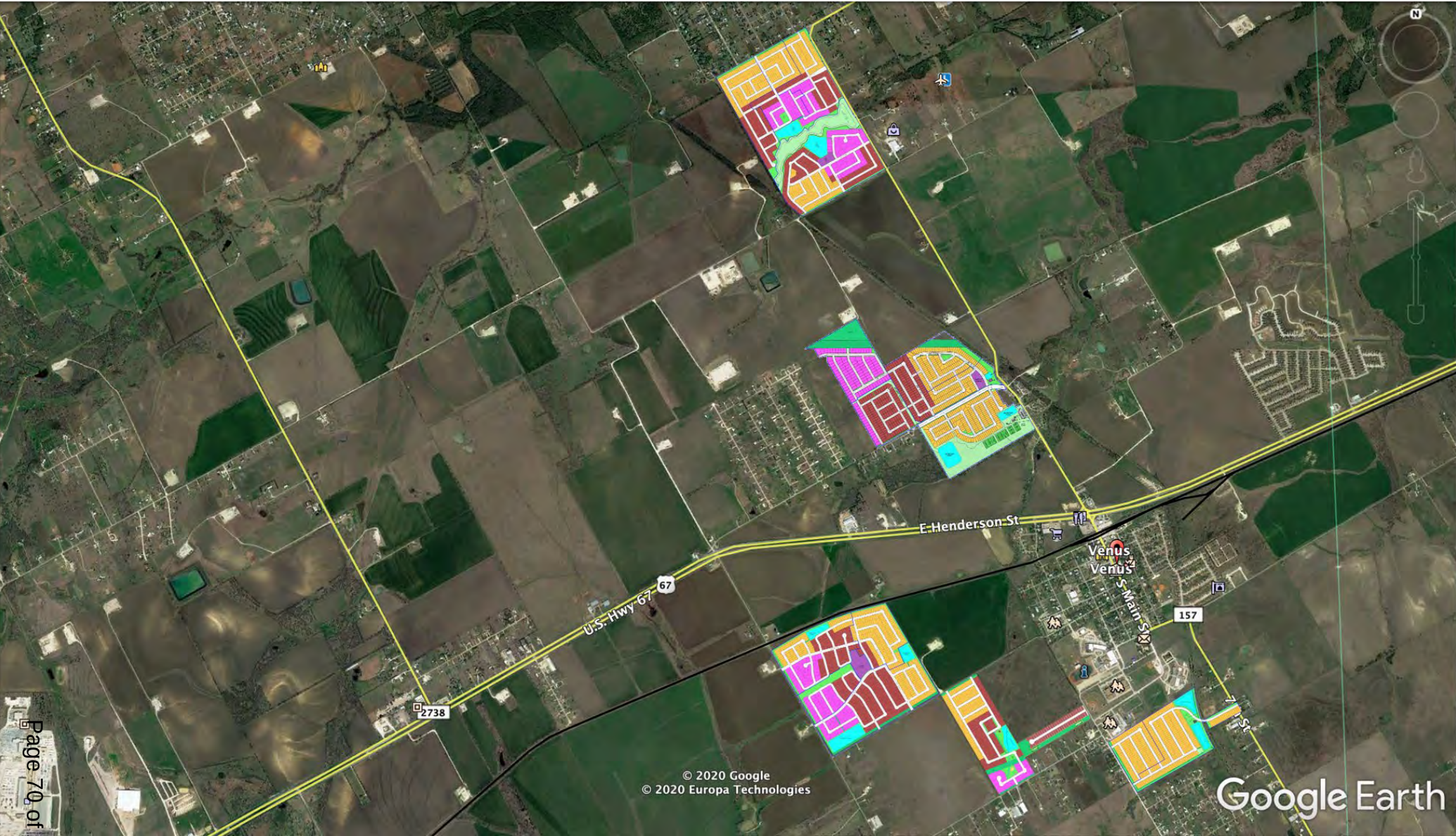


Venus is unique, we want to provide a smart community design based on the five principles we see as a comprehensive vision to incorporate for the lifestyle brand we want for customers and the economic benefits we provide for the community.

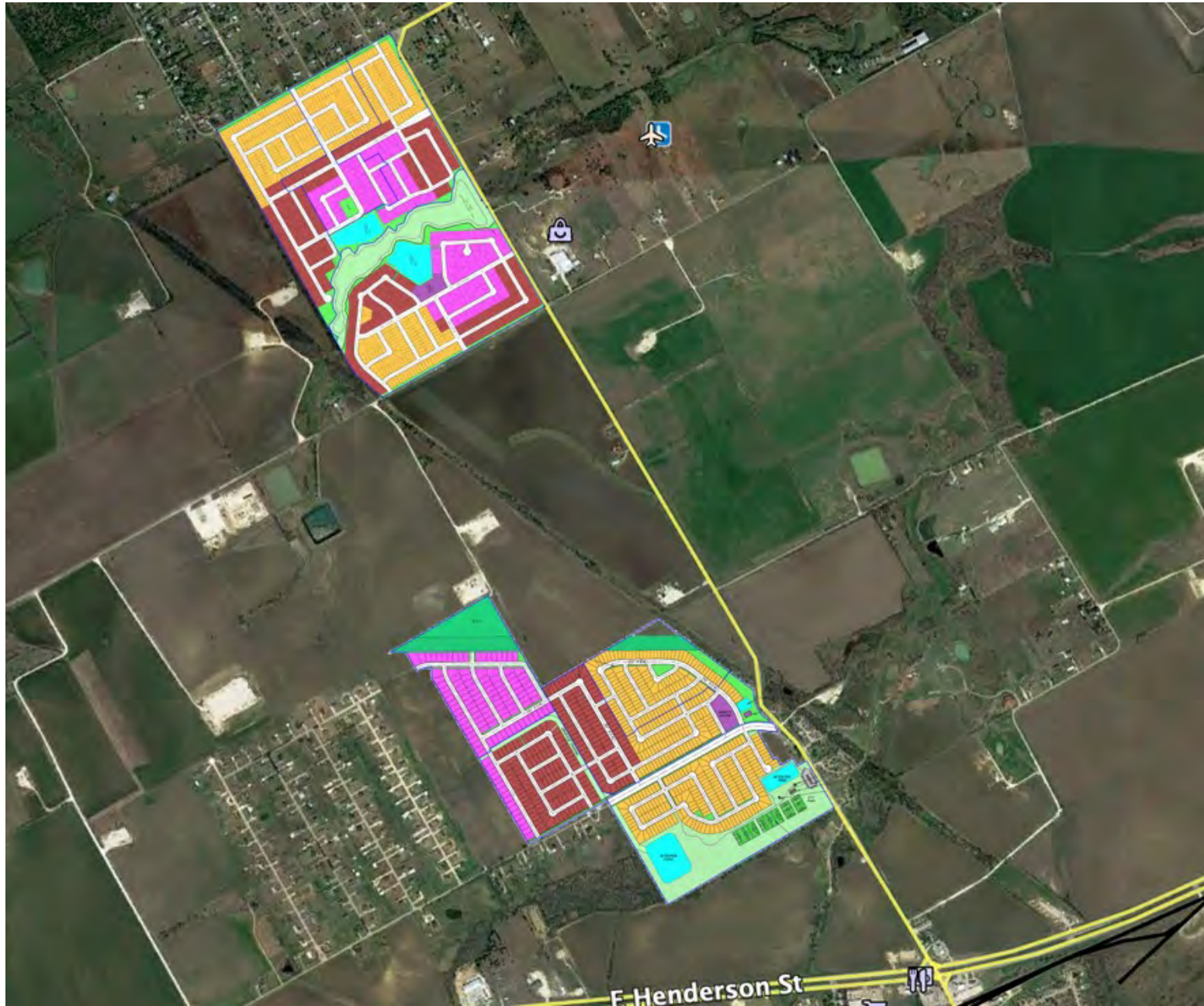
- A. Focus on Active and Healthy Lifestyles for all ages with a focus on family.
 - 1. City Parks creating athletic venues and liner parks to maintain open spaces.
 - 2. Our communities include soccer fields, shaded playgrounds, shade structures with grills, exercise stations, ponds, a basketball court, off street parking and restroom facilities where needed.
 - 3. A City of Venus trail system is a vision of a wide multi-use path where a walking and biking infrastructure is created for the health and safety of its citizens. Keeping the hub of the City of Venus as the original downtown area, we are working to provide connectivity from our Prairie Creek neighborhood to the future elementary on the north side of SH67 across from Palladium. On the south side from Southern Cross Ranch, through Ridgeview and the Venus schools to Downtown Venus.
 - 4. HOA amenities where people will want to linger and call home creating an individual brand of place in each neighborhood.
- B. Connectivity through enhanced circulation to optimize and minimize vehicular traffic.
 - 1. Wider collectors (60' ROW) with the ability to provide parking on both sides and keeping two lanes of traffic open down the middle of the road
 - 2. Working to side the lots to collectors instead of fronting lots where possible.
 - 3. No two subdivision are created the same, yet they are equal to the benefits they provide.



- C. Working to do the heavy lifting to create the opportunity to expand the City of Venus abilities to enlarge their water CCN's allowing the city to open future opportunities to expand their utilities in a way to provide the ability to annex future services and revenues into the City of Venus.
- D. The financial partnership with the City of Venus to provide the long-term infrastructure to meet the needs of future growth which will enhance, expand, allow demand for housing and provide the economic benefits to help and support the smart growth of the City of Venus.
 - 1. Expansion of the water and sewer infrastructure through partnership.
 - 2. Willing to participate at a cost, by annexing our properties into the City of Venus to build neighborhoods and provide the connectivity, collaboration, and infrastructure to expand the City of Venus.
 - 3. High-Tech infrastructure necessary to allow access to high-speed choices for internet service.
- E. Creating neighborhood destinations with our new communities will be successful if the City of Venus also expands and coordinates the transition of creating and supporting the future planning of the city in concert with a vision and plan for smart growth to create a brand of place.
 - 1. Expand, support, and connect the economic development to enhance the smart growth of the core downtown.
 - 2. Create an aggressive signage program to slow down traffic and create interest in the neighborhoods and downtown to keep Venus with a branding program.



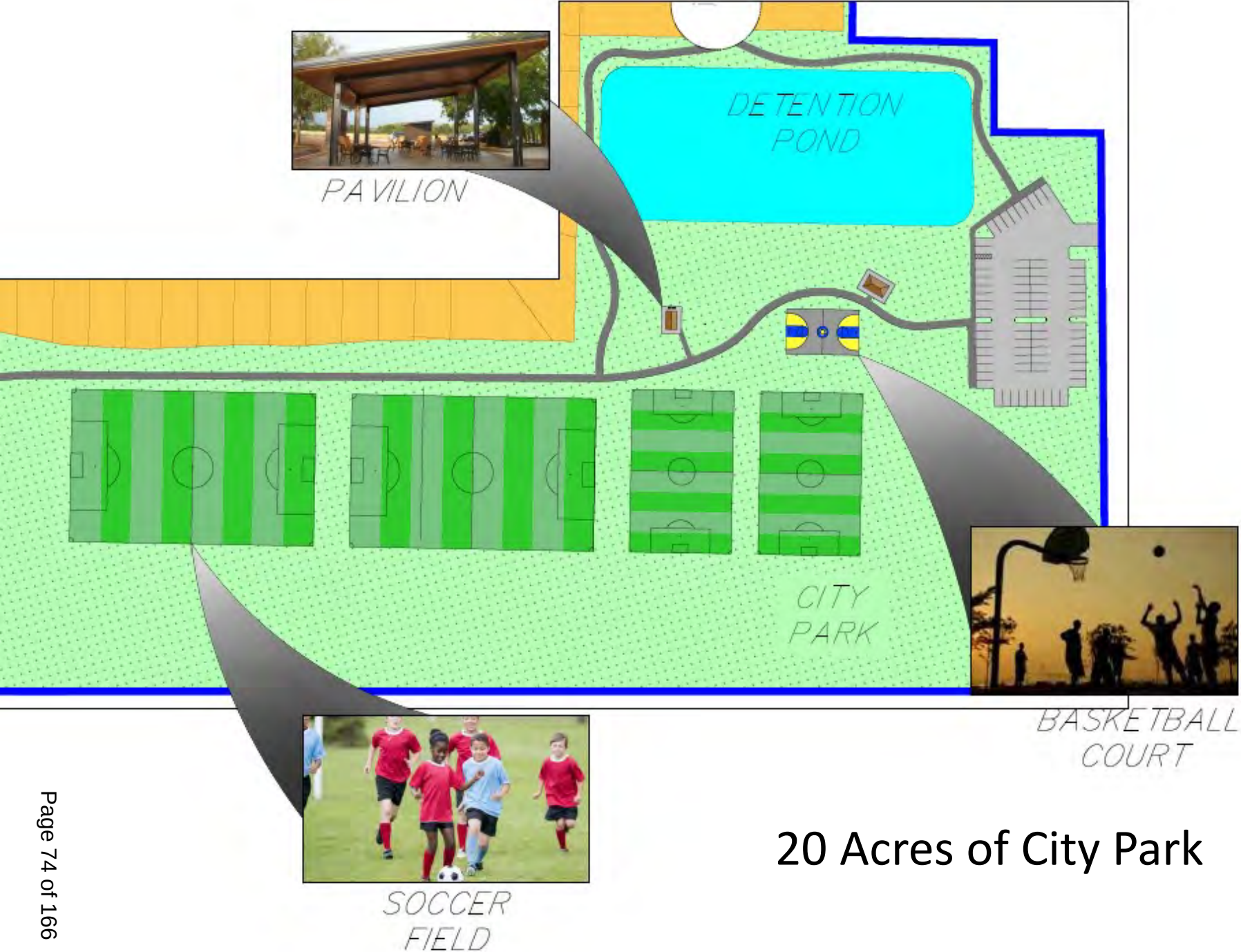
Prairie Creek Estates and Northstar





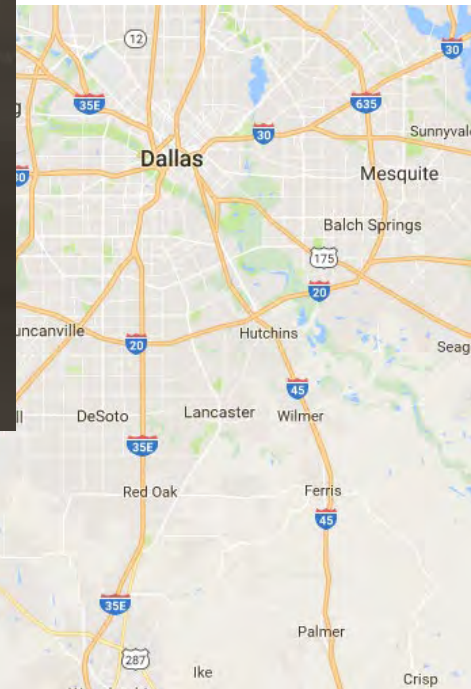
Master Development Plan with Phasing





20 Acres of City Park

Location





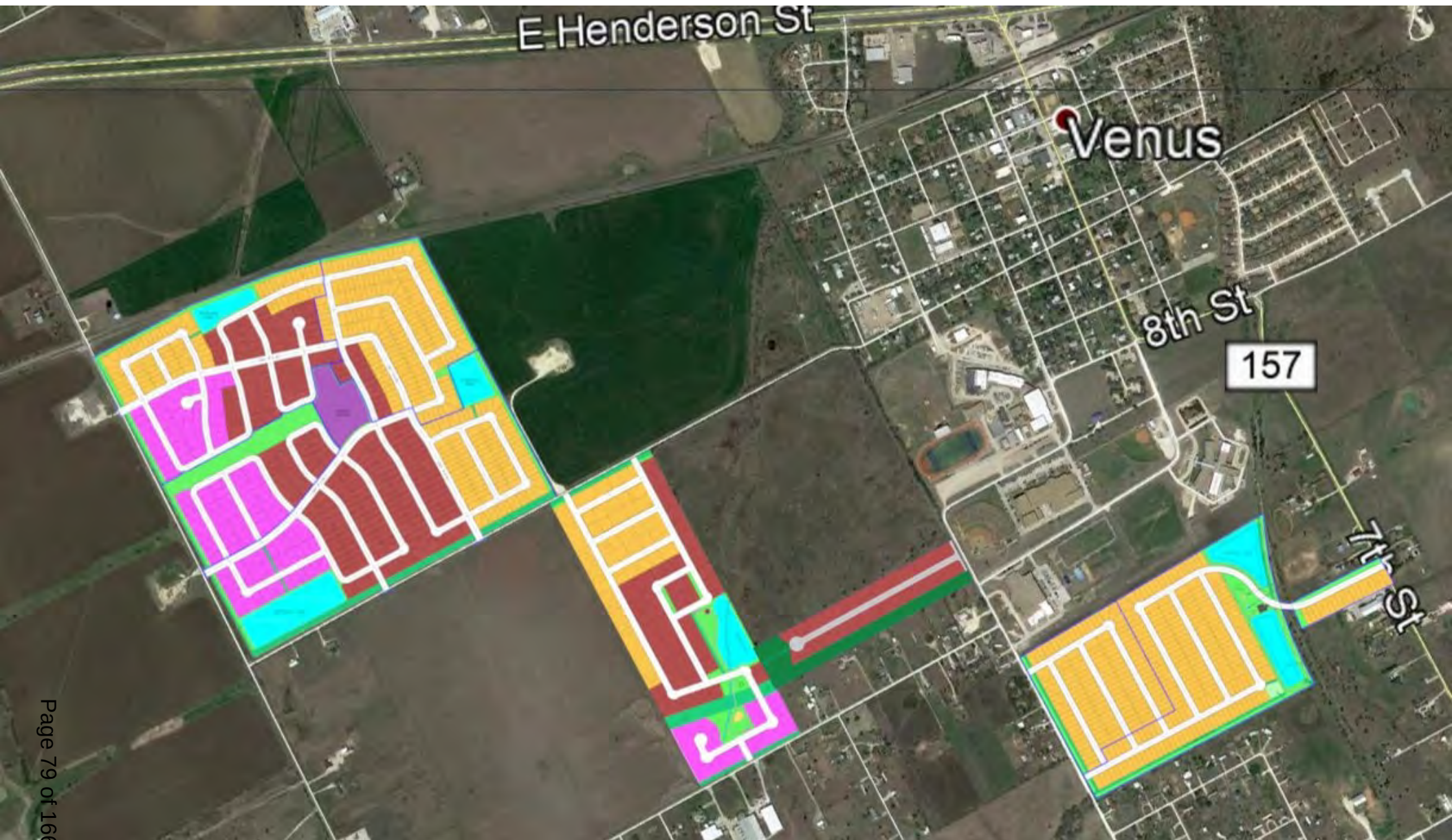
Prairie Creek Master Planned Community



24 Acres of City Park



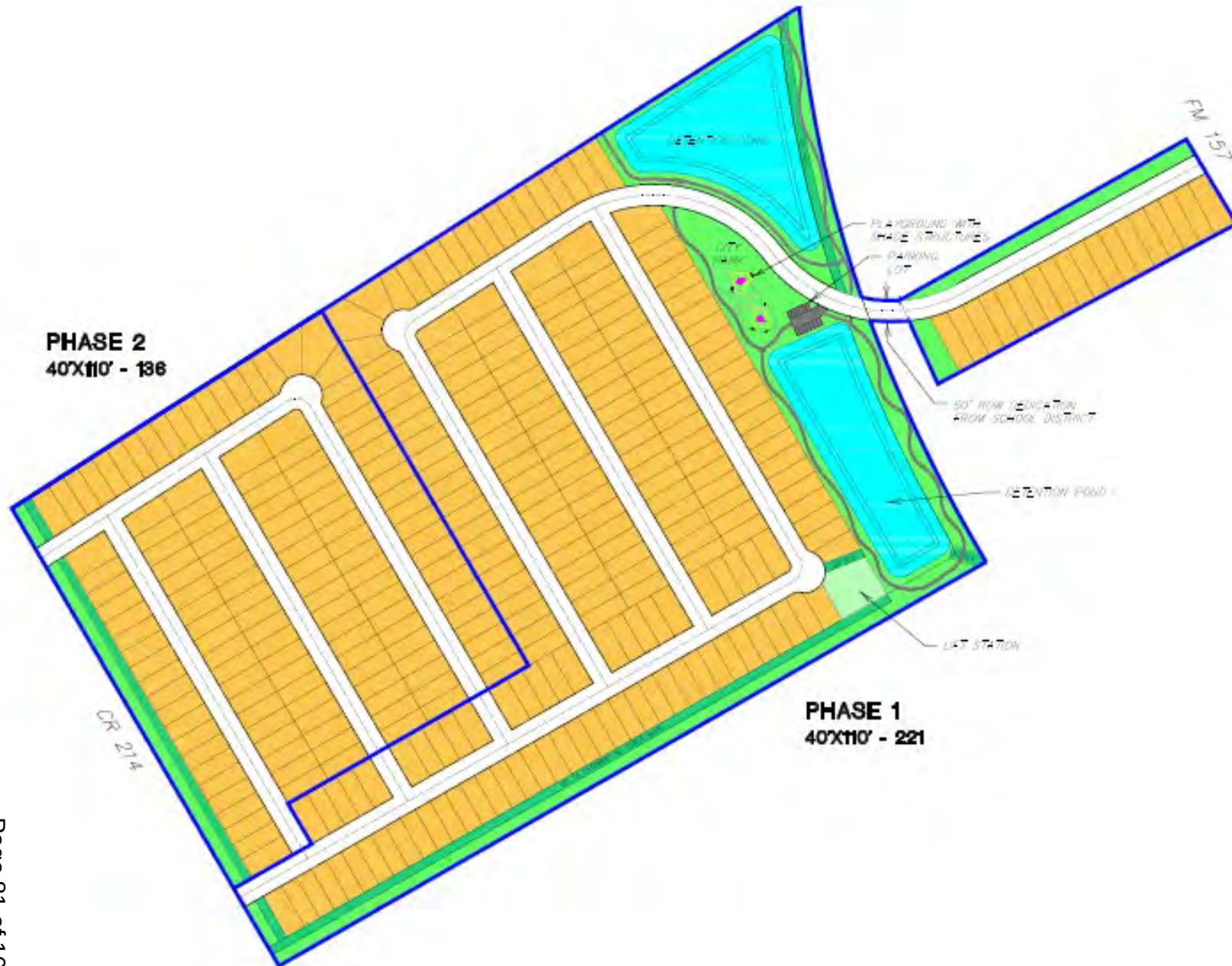
Southern Cross Ranch, Ridgeview, and Mustang Meadows



Location



Mustang Meadows Community

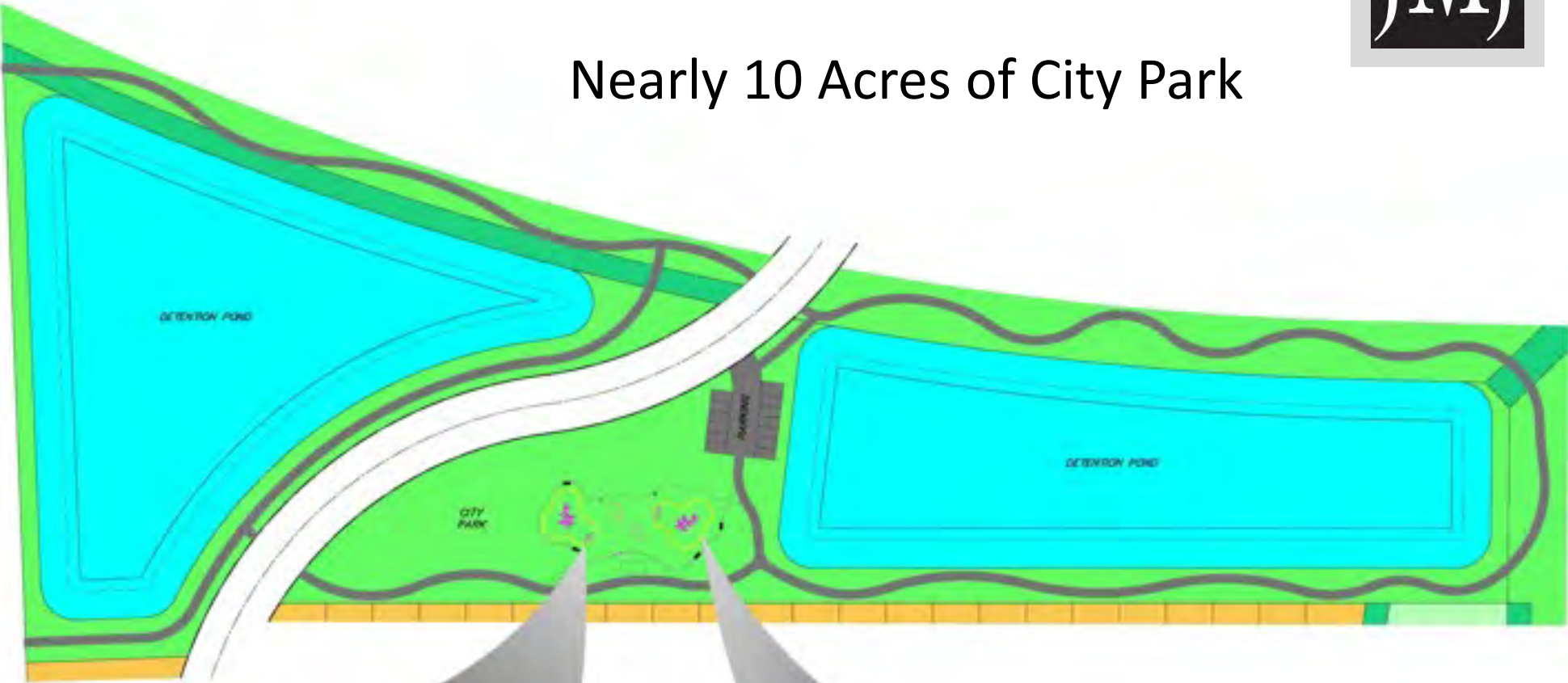


357 LOTS TOTAL

357 LOTS - 40'x110' TYP.



Nearly 10 Acres of City Park



PLAYGROUND WITH SHADE STRUCTURES



PLAYGROUND WITH SHADE STRUCTURES



Aerial of Griffin 1

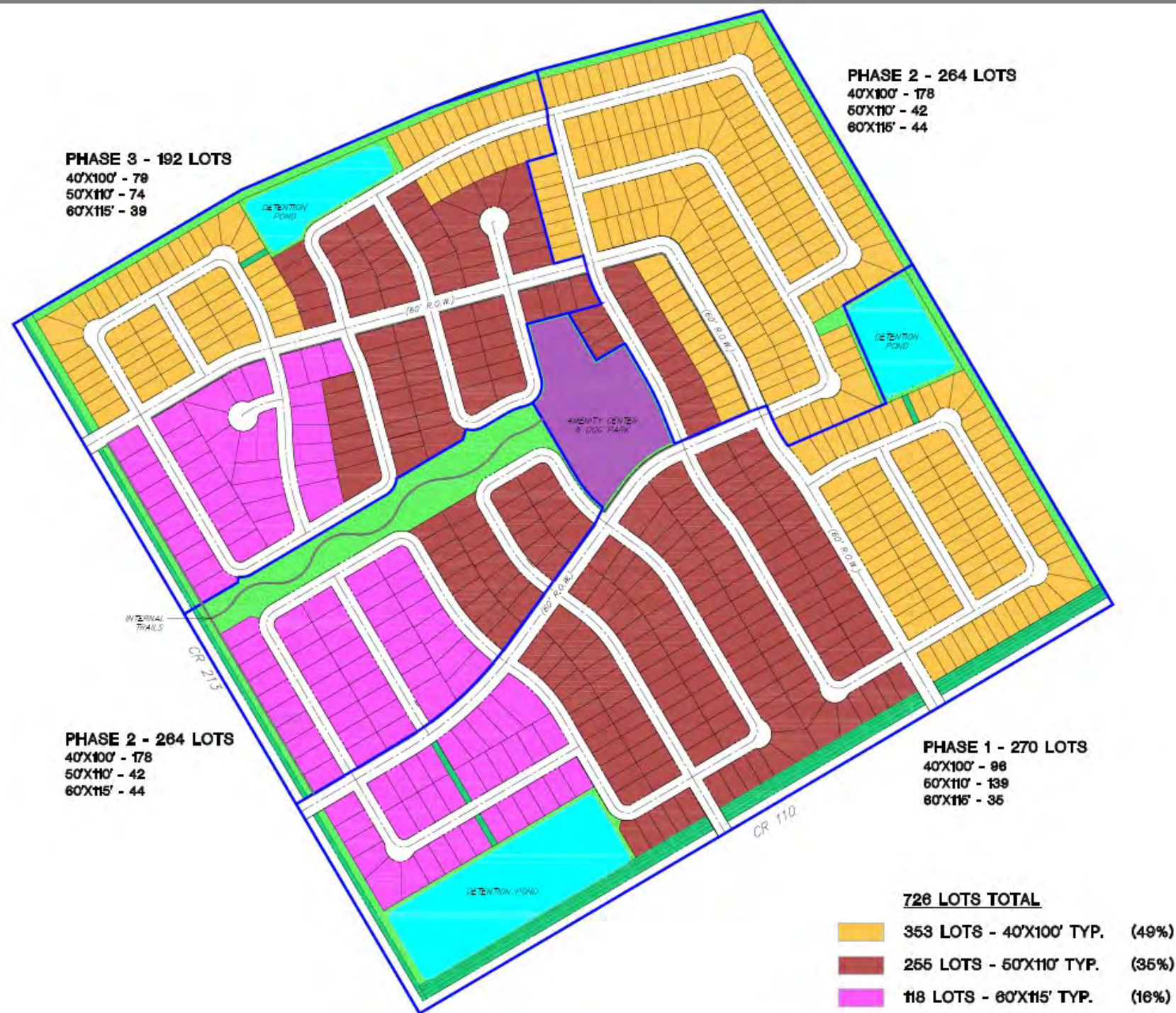


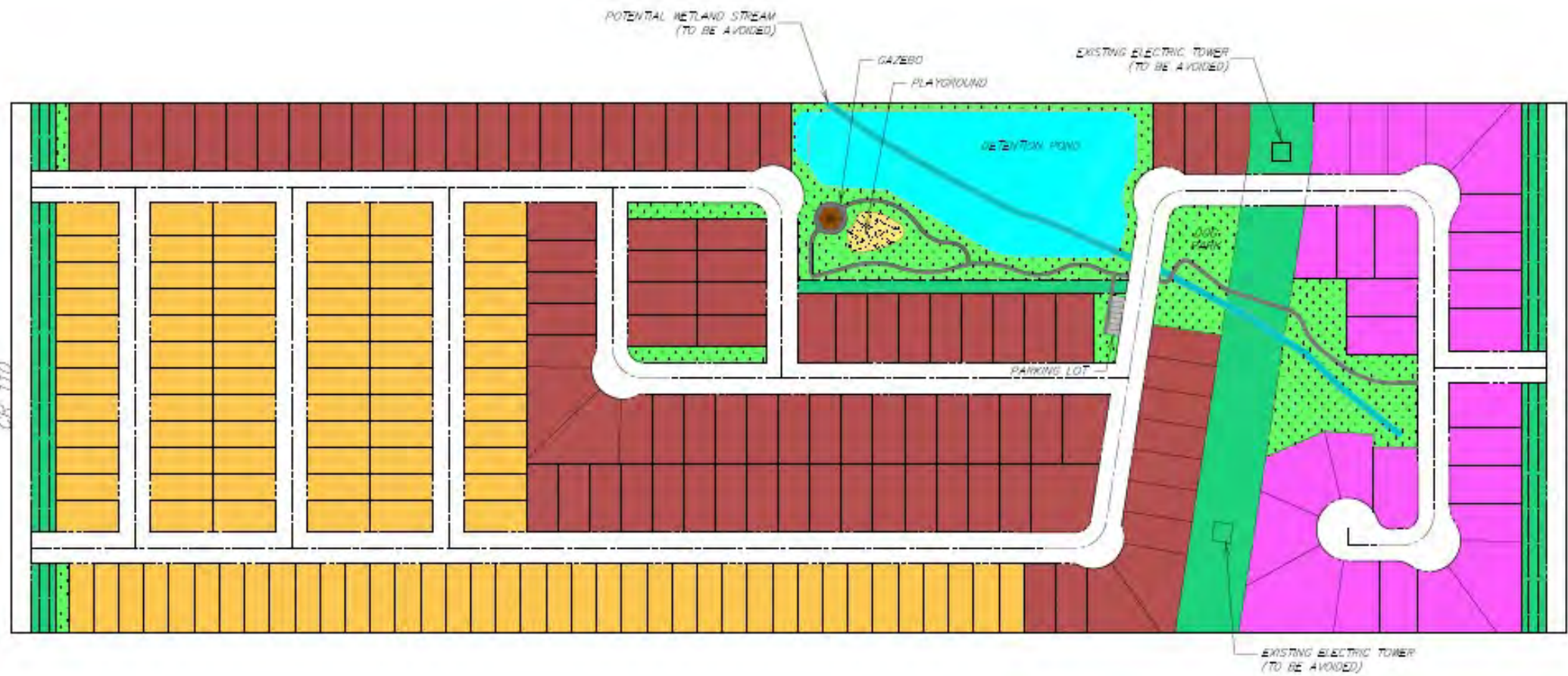


Aerial of Griffin 2



Southern Cross Ranch – Griffin 1 – 726 Lots

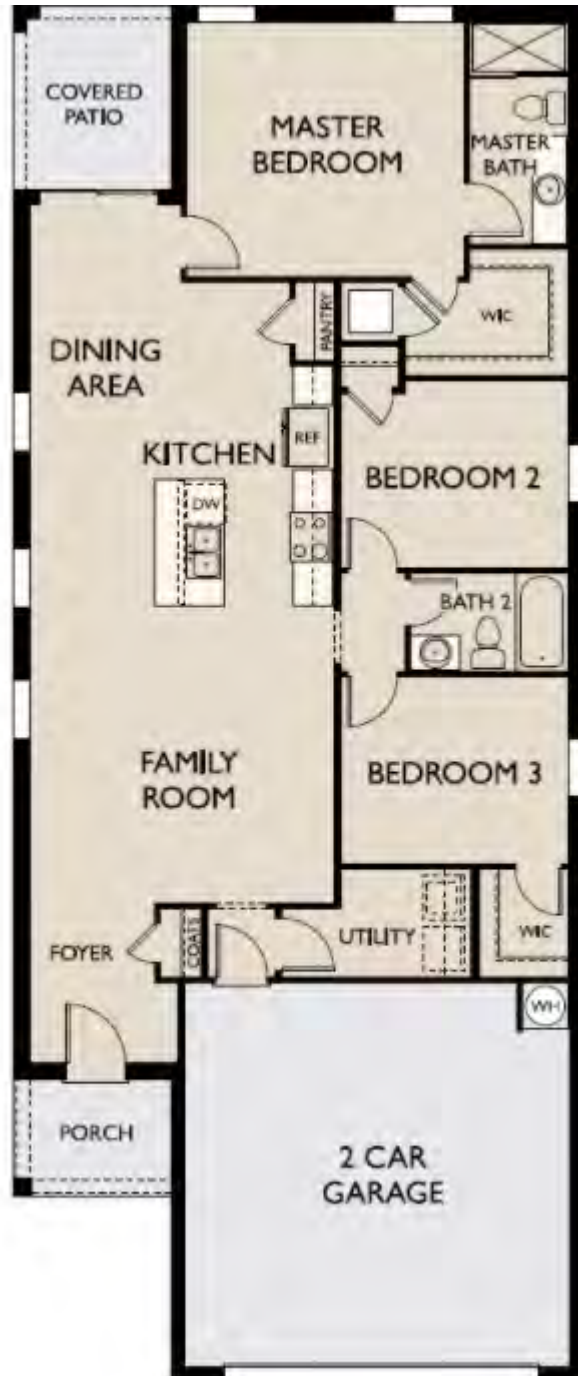




230 LOTS TOTAL

110 LOTS - 40'X100' TYP.	(48%)
93 LOTS - 50'X110' TYP.	(40%)
27 LOTS - 60'X116' TYP.	(12%)





Odyssey Plan 1,412 Sq. Ft.



Endeavor Plan 1,605 Sq. Ft.





Endeavor Plan

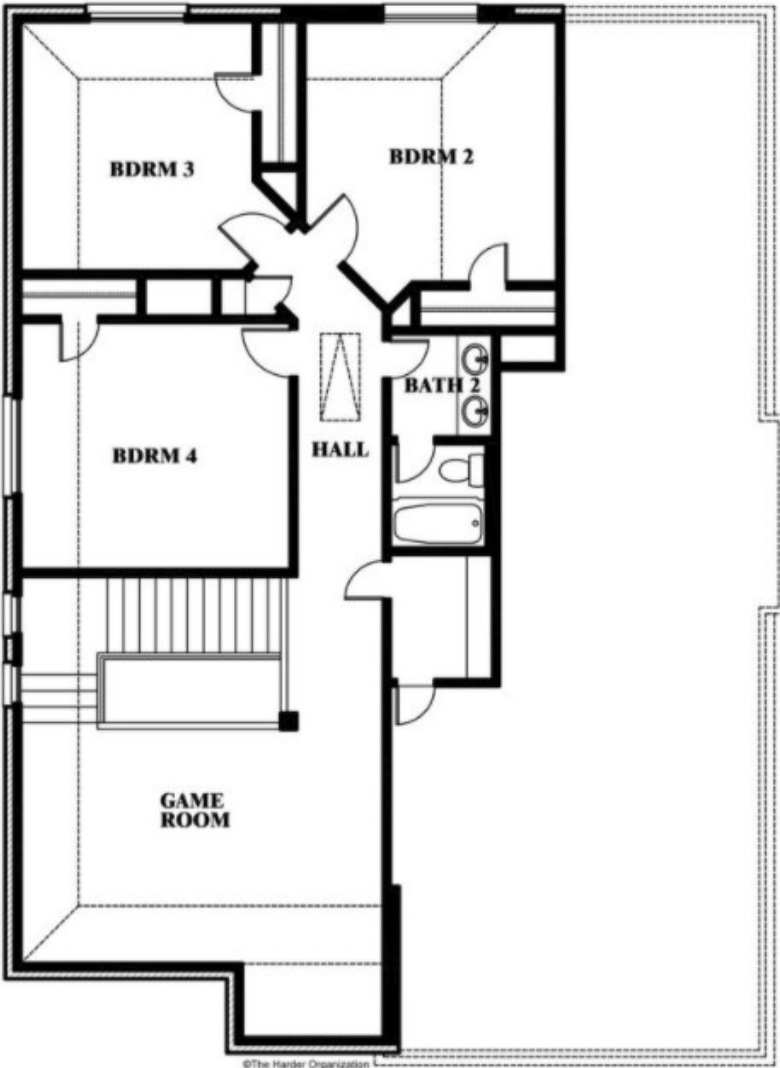
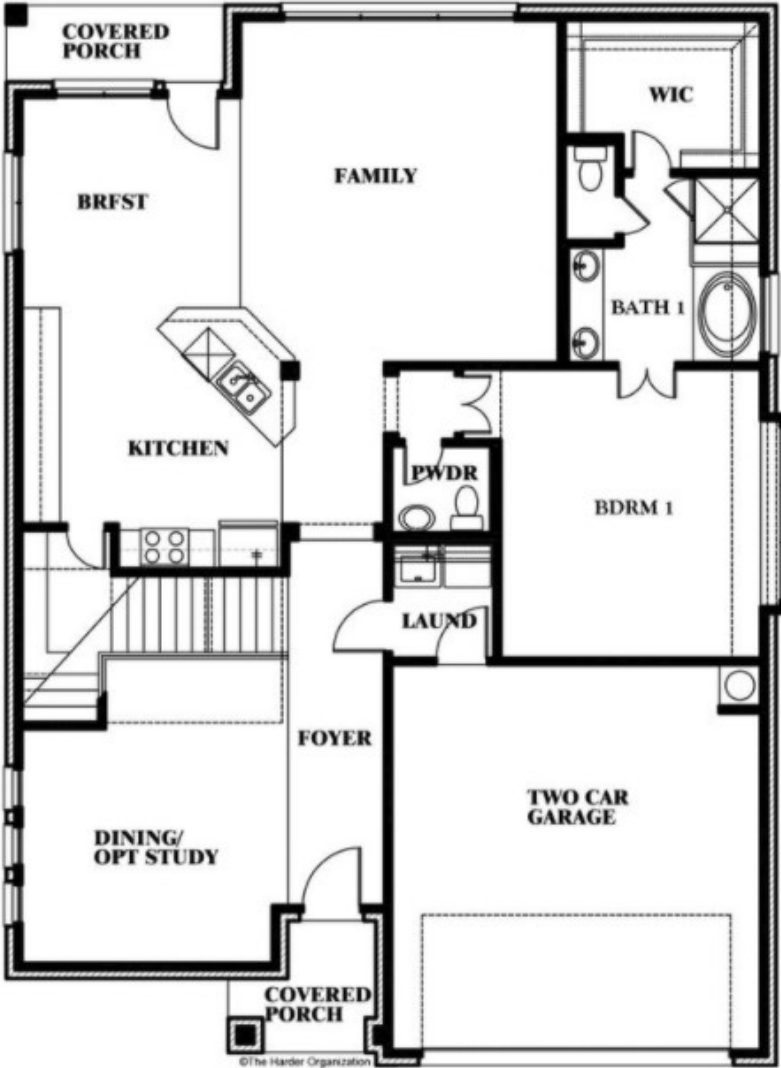


Dewberry Plan 2,8275 Sq. Ft.

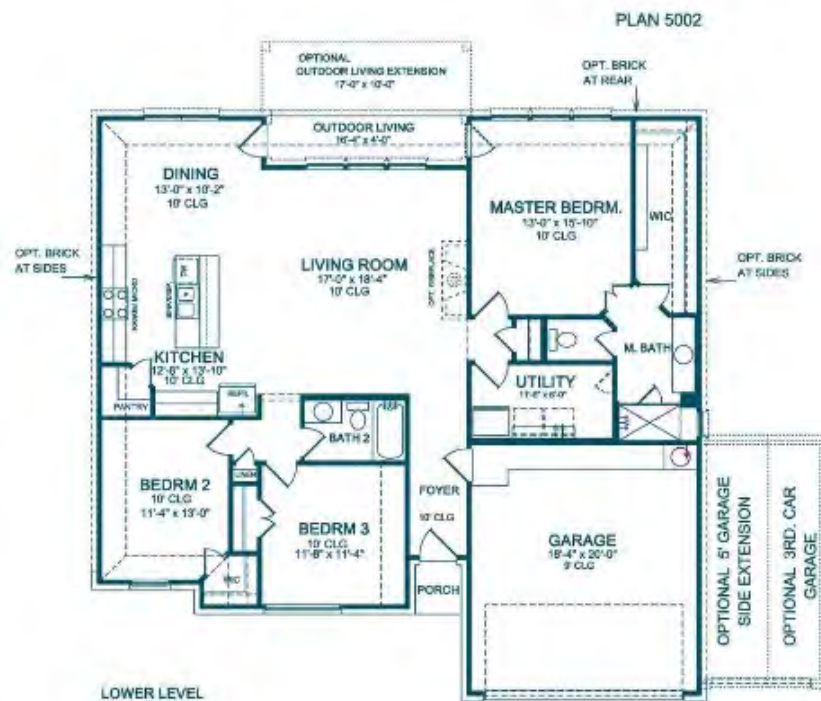




Dewberry Plan



60' Lot Product Example



Clover Plan
1,687 Sq. Ft.



Bluebonnet 2,125 Sq. Ft.



CITY OF VENUS, TEXAS

2020 - 2030 WATER AND WASTEWATER

IMPACT FEE STUDY

A. INTRODUCTION

Chapter 395, of the Local Government Code is an act that provides guidelines for financing capital improvements required by new development in municipalities, counties, and certain other local governments. Under Chapter 395, political subdivisions receive authorization to enact or impose impact fees on land that is located within their political subdivision's corporate boundaries or extraterritorial jurisdictions. No governmental entity or political subdivision can enact or impose an impact fee unless they receive specific authorization by state law or by Chapter 395.

An "Impact Fee" is a charge or assessment imposed by a political subdivision for new development within its service area in order to generate revenue for funding or recouping the costs of capital improvements of facility expansions necessitated by and attributable to the new development. The City of Venus Water Service Area is all land within the current water Certificate of Convenient and Necessity CCN (Certificate No. P0845). The City of Venus does not currently have a registered wastewater CCN according to the Public Utility Commission (PUC) interactive map and search tools. Therefore, the wastewater service area was established as the City's Extra Territorial Jurisdiction (ETJ), or 1 mile from the corporate limits as defined by Chapter 42, Local Government Code.

The first step in determining an impact fee is preparation of land use and growth assumptions for the service areas during the next ten years. The existing and 10-year populations were provided by the City and used to calculate a growth rate factor for the planning period, based on exponential growth, and a population density to estimate future water usage and wastewater flows.

The Texas Department of Criminal Justice owns and operates the Sanders "Sandy" Estes Unit, a private contract prison facility in the City of Venus. The City supplies water and wastewater services to the prison and the prison capacity was considered in determining future water usage and wastewater flows. The maximum capacity of this facility is 1,040 individuals; however, this population was not considered in the population growth but was included in the overall population to calculate existing and 10-year demands.

Next, a Capital Improvements Plan must be created to describe the water and wastewater infrastructure that will be necessary to serve the anticipated land uses and growth. The following items can be included in the impact fee calculation:

- 1) The portion of the cost of the new infrastructure that is to be paid by the City, including engineering, property acquisition and construction cost.
- 2) Existing excess capacity in lines and facilities that will serve future growth and which were paid for in whole or part by the City and part by the Developer.
- 3) Interest and other finance charges on bonds issued by the City to cover its portion of the cost.

The maximum allowable impact fee per service unit may not exceed fifty percent (50%) of the calculated maximum amount of the total utilized capital improvement cost divided by the total number of new standard service units. This maximum allowable impact fee recovers a portion of the City's costs to construct facilities to serve the new developments and growth. However, the City may recover the maximum fee by crediting the portion of utility service revenue generated by new service units during the 10-year program period.

Chapter 395 requires that an update of the land use assumptions, capital improvements plan, and impact fees be performed every five (5) years, unless it is determined by the political subdivision after a review that such an update is not necessary.

This document constitutes the City's water and wastewater portion of the Capital Improvements Plan, and the resulting maximum allowable impact fees. As required by state law, the study period is a ten-year period with 2020 as the base year. The engineering analysis of the water and wastewater systems is based on existing and proposed system wide infrastructure improvements from 2020 to 2030.

B. LAND USE ASSUMPTIONS SUMMARY

Under Chapter 395, of the Local Government Code, “Land Use Assumptions” includes a description of service area and projections of changes in land uses, densities, intensities, and population in the service area for a minimum of a 10-year period. In order to impose an impact fee, the City must adopt an order, ordinance, or resolution that establishes a public hearing date to consider the land use assumptions within the designated service area. After the public hearing on the land use assumptions, the City makes a determination of adoption or rejection of the ordinance, order or resolution approving the land use assumptions that will be utilized to develop the capital improvement plan.

The Land Use Assumptions used in this study were assumed to follow the City’s historical growth patterns and population projections provided by the City. Therefore, single family residential development was assumed to be the typical land use for the City of Venus during the planning period. The existing and 10-year population projections for the water service area are shown below in **Table No. 1**.

Using the existing population and meter count provided by the City, the calculated population density was determined to be 7.38 people per connection. This number was derived by dividing the existing population (4,083 residents excluding the prison population) by the total number of existing water meters (553). The population density was found to be well above normally acceptable residential values and was adjusted by a factor of 31% which was determined based on the ratio of water accounts to wastewater accounts. The adjusted population density used for the basis of this study was determined to be 2.28 people per connection. The “equivalent number of meters” required to serve the prison was determined by dividing the prison population of 1,040 inmates by the residential density per connection. This number was added to the total number of meters for each year in the study period and was not included in the population or meter growth (i.e. a constant value added after exponential growth of residential population).

TABLE NO. 1
WATER SERVICE AREA EXISTING
& 10-YEAR POPULATION PROJECTIONS

2020 Population ⁽¹⁾	Growth Rate ⁽²⁾	2030 Population ⁽¹⁾
5,123	8.53%	10,621

Notes:

(1) Existing & 10- Year Populations Provided By The City. Includes 1,040 Prison Inmates.

(2) Calculated Growth Rate Based on City's Population Projections.

The City’s wastewater service area and population is significantly larger than the water service area and necessitated calculation of the wastewater population and service units separately from

the water service area. The difference between the number of water and wastewater service units is attributed to the City providing wastewater service to a number of developments that receive water service from a separate entity.

Known developments in the wastewater service area were identified by the City and lot counts were conducted in order to calculate the wastewater service area population and number of service units. The additional service units were then added to the existing water meter count and used to determine the total number of wastewater service units. The wastewater service units were multiplied by the population density from the water service area (2.28 people per unit) and yielded a wastewater population of 6,897 people for the year 2020 and 16,185 people for the year 2030 in the wastewater service area.

A population density was then determined by dividing the existing population by the total number of service units for the years 2020 and 2030. The population density used for the basis of this study was determined to be 3.86 people per unit for the wastewater service area.

The “equivalent number of units” required to serve the prison was determined by dividing the prison population of 1,040 inmates by the residential density per connection. This number was added to the total number of meters for each year in the study period and was not included in the population or wastewater service connection growth (i.e. a constant value added after exponential growth of residential population). The existing and 10-year population projections for the wastewater service area are shown below in **Table No. 2**.

TABLE NO. 2
WASTEWATER SERVICE AREA EXISTING
& 10-YEAR POPULATION PROJECTIONS

2020 Population ⁽¹⁾	Growth Rate ⁽²⁾	2030 Population ⁽¹⁾
7,937	8.53%	17,225

Notes:

(1) Existing & 10-Year Pop. Provided By The City Plus Pop. from Lot Counts.

(2) Calculated Growth Rate Based on City's Population Projections.

WATER SUPPLY AND WATER DISTRIBUTION SYSTEM

At the time of this study, data was not available to accurately estimate or hydraulically model the existing water distribution lines to determine utilized capacity. The water distribution system was analyzed on a system wide basis and only considered water distribution facilities based on required storage and demand per connection. A new 12-inch supply line is envisioned to convey potable water from the City of Midlothian to the proposed ground storage reservoir and pump station. The supply line will increase the volume of water available to the City from 1-MGD to 3.5-MGD to meet TCEQ requirements and support future growth. The water distribution system facilities required in the next 10-years to support the anticipated growth include a water supply line, pump station, ground storage reservoir and elevated storage tank.

1) Water Supply

The City's water supply currently relies exclusively on potable water provided by the City of Midlothian. The existing supply line is capable of conveying 1.0 MGD to the City of Venus. **Table No. 6** below summarizes the water supply requirements for the City within the planning period. Additional water supply was assumed to be from potable water supplied by the City of Midlothian via a parallel 12-inch water line.

TABLE NO. 6
WATER SUPPLY REQUIREMENTS

City of Midlothian Supply Line	Capacity (gpm)	Capacity (MGD)
Existing	700	1.00
<i>Total Exist. Supply:</i>	<i>700</i>	<i>1.00</i>
New Supply	1,750	2.50
Total 2030 Supply:	2,450	3.50

2) Pump Stations

High service pump stations must be included in the system wide analysis in order to provide pumping capacity for future supply and to provide the City a means to control the system and system pressures. The City does not currently own or operate a pump station to provide service to customers.

The high service pump station would need to be sized to pump the maximum daily demand (MDD) with the largest pump out of service. The addition of a new 3.5 MGD (2,431 gpm) pump station is needed to provide the required pumping and meet the 2030 MDD of approximately 3.46 MGD. The utilized capacity calculations are shown in **Table No. 10** and are generally in line with water supply capacity.

3) **Ground Storage Reservoirs**

The City's existing water distribution system contains a ground storage reservoir for ground storage. However, the reservoir has surpassed its service life and needs replacement. Therefore, for the purpose of this study, the existing ground storage reservoir was assumed to be abandoned in the future and replaced with a ground storage reservoir at the proposed high service pump station.

The Texas Commission on Environmental Quality (TCEQ) requires public water systems to provide a total available ground storage of 100 gallons per connection, or a total combined elevated and/or ground storage of 200 gallons per connection, to meet maximum hourly demands. Establishing the total number of connections for the 2020 and 2030 study years allows for the calculation of the required ground storage and utilized capacity within the planning period. **Table No. 11** summarizes the calculations.

4) **Elevated Storage Tanks**

Elevated storage is provided by an existing 0.15 elevated storage tank (EST). The TCEQ requires public water systems to provide 100 gallons of elevated storage per connection, or a total combined elevated and/or ground storage of 200 gallons per connection, to meet maximum hourly demands and to provide adequate pressures for firefighting capability.

Similar to the City's ground storage reservoir, the existing EST is beyond its service life and needs to be replaced. Additionally, the tanks bowl was constructed at an elevation that does not provide adequate pressures in the distribution system. The utilized capacity calculations for the City's existing elevated storage tank are shown in **Table No. 12**. For the purpose of determining impact fees, the existing elevated storage tank was assumed to be abandoned (or soon to be abandoned) and does not contribute to the elevated storage capacity or provide additional capacity for future growth.

D. WASTEWATER COLLECTION SYSTEM

At the time of this study, data was not available to accurately estimate or model the existing wastewater collection lines to determine utilized capacity. The wastewater collection system was analyzed on a system wide basis and only considered new wastewater treatment facilities or wastewater collection lines for the wastewater impact fee calculation.

1) Wastewater Service Area

This study considered all real property within the City's corporate limits and Extraterritorial Jurisdiction (ETJ). The City's wastewater service area was determined to generally encompass the City limits and extend up to 1-mile outside of the City's corporate limits as defined in Chapter 42, Local Government Code.

2) Existing Wastewater Treatment Plant

The City of Venus contracts with the Trinity River Authority of Texas (TRA) for wastewater treatment at the Mountain Creek Regional Wastewater Treatment Plant. The TRA Mountain Creek Regional Wastewater System 2020 – 2025 CIP and Budget Report dated June 26, 2020 reports that the existing Mountain Creek Regional Wastewater Treatment Plant is capable of treating 3.0 MGD with a projected 2021 average daily flow rate in the range of 2.797 MGD.

The TRA anticipates growth in the basin to necessitate two (2) expansions of the wastewater treatment plant during the planning period and include the addition of a peak flow storage facility to mediate peak wet weather flows. The interim expansion (2020) would increase the wastewater treatment plant capacity from 3.0 MGD to 4.5 MGD and include a 0.9 MG peak flow storage basin. Further expansion is anticipated to be completed by year 2022 to increase wastewater treatment capacity to 9.0 MGD.

3) Capital Improvement Program

a) Proposed

The proposed wastewater treatment plant expansion and associated facilities were reported by TRA and discussed in Section b below. Unlike wastewater treatment facilities, wastewater collection lines are required to convey the peak wastewater flows during wet (rainy) conditions. These calculations include an allotment for inflow and infiltration (I&I) as well as an appropriate peaking factor.

Average daily flows were set at 100 gallons per person per day within TCEQ requirements and an allowance of 400 gallons per acre per day was assumed for I&I. Peaking factors were taken from the American Society of Civil Engineers (ASCE) Manuals and Reports on Engineering Practice No. 60, Curve 'A', based on the population served by each individual trunk or collector line.

Proposed wastewater trunk or collection sewer line utilized capacities were calculated based on the calculated peak flow rate for the year 2030 divided by the capacity of the individual pipe on minimum grade. **Table No. 13** shows the estimated cost of the wastewater treatment plant expansions and peak flow storage basin facilities included in the Impact Fee calculation along with Master Planning and regulatory fees.

b) Existing

The TRA reported an average daily flow rate for year 2020 of 2.419 MGD from the contracting parties. Of which, the City of Venus contributed 0.429 MGD or approximately 17.735% allocation. The estimated cost of the facility expansions, flow rates and percent allocation were obtained from the TRA Mountain Creek Regional Wastewater System 2020 – 2025 CIP and Budget Report dated June 26, 2020 and form the basis for the utilized capacity and impact fee calculations. **Table No. 13** shows the estimated cost of the wastewater treatment plant expansions and peak flow storage basin facilities included in the Impact Fee calculation along with Master Planning and regulatory fees. **Table No. 14** also summarizes the cost and the utilized capacity for the existing wastewater treatment plant, and the capital recovered in the impact fee period.



CITY OF VENUS, TEXAS
2020 - 2030 IMPACT FEE STUDY
WATER DISTRIBUTION SYSTEM
CAPITAL IMPROVEMENT PLAN

JULY 2020

LEGEND

- EXIST. WATER LINE
- PROPOSED WATER LINE
- PROPOSED PUMP STATION
- PROPOSED ELEVATED STORAGE TANK
- ETJ

PROPOSED EST NO. 2
C.I.P. PROJECT NO. 7
0.75 MG ELEVATED TANK

EASTERN ELEVATED TANK LOOP
C.I.P. PROJECT NO. 2
12" W.L. (2.5 MGD)

U.S. 67 WATER LINE LOOP
C.I.P. PROJECT NO. 3
12" W.L. (2.5 MGD)

EASTERN ELEVATED TANK LOOP
C.I.P. PROJECT NO. 2
12" W.L. (2.5 MGD)

DOWNTOWN WATER LINE IMPROVEMENTS
C.I.P. PROJECT NO. 1
12" W.L. (2.5 MGD)

HIGH SERVICE P.S. NO. 1 &
GROUND STORAGE RESERVOIR
C.I.P. PROJECT NO. 5 & 6
3.5 MGD P.S. & 1.0 MG G.S.R.

MIDLOTHIAN SUPPLY LINE NO. 2
C.I.P. PROJECT NO. 4
12" W.L. (2.5 MGD)

EXISTING 1 MGD
MIDLOTHIAN
SUPPLY

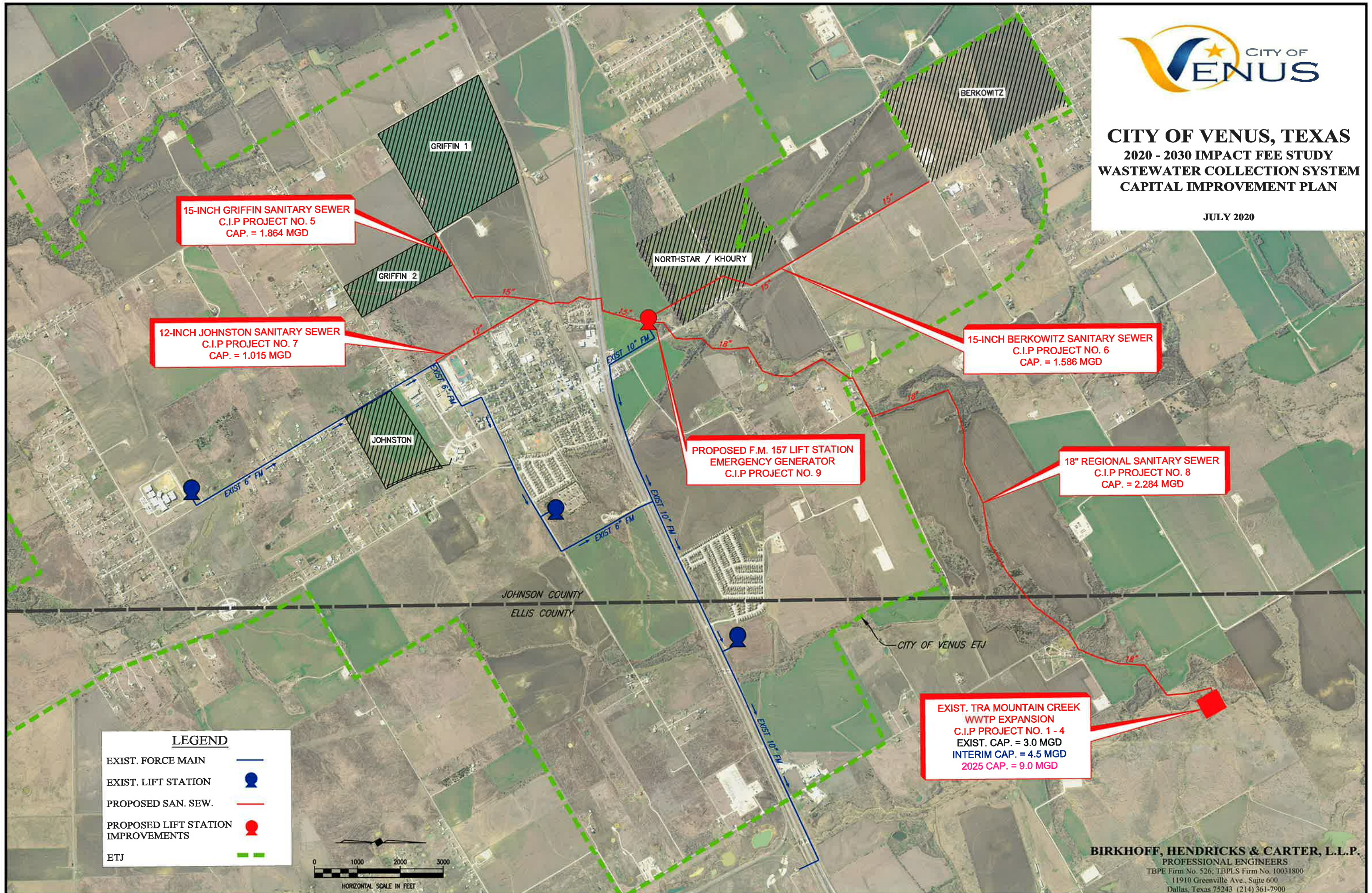


BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600
Dallas, Texas 75243 (214) 361-7900



CITY OF VENUS, TEXAS
2020 - 2030 IMPACT FEE STUDY
WASTEWATER COLLECTION SYSTEM
CAPITAL IMPROVEMENT PLAN

JULY 2020





ORDINANCE NO. 718-2020-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY OF APPROXIMATELY 24.47 ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF FM 1807 AND CR 213 INTO THE CITY OF VENUS, JOHNSON AND ELLIS COUNTIES, 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; 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 of the Texas Local Government Code to annex territory and extend the corporate limits of the City, subject to state law; and

WHEREAS, on November 9, 2020, the City Council passed Resolution No. 35-2020-11 which granted a petition of Bankston Fourth Family, Ltd., property owner of described property, requesting to be annexed into the City of Venus; and

WHEREAS, the City of Venus, Texas (“City”) desires to annex certain territory described herein (the “Property”); and

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

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

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a written Services Agreement for the area to be annexed was negotiated and executed prior to the annexation date and incorporated herein; and

WHEREAS, the City Council of the City of Venus 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS:

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 following described territory, to wit:

Johnson CAD ID 126.0499.00080, generally located at the southwest corner of FM 1807 and CR 213 and being an approximate 24.47 acre tract of land situated in the Moses Lapham Survey, Abstract 499, Johnson County, Texas, and being more particularly described in Exhibit A of the petition for annexation and being depicted in Exhibit B attached hereto and made a part hereof.

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 the City of Venus, and that 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 Agreement. A written Services Agreement has been negotiated and prepared in accordance with applicable provision 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 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 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 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.

PASSED AND APPROVED by the City Council of the City of Venus, Texas, this 14th day of December, 2020.

James Burgess, Mayor

ATTEST:

Callie Green, City Secretary

APPROVED AS TO FORM:

Timothy A. Dunn, City Attorney

EXHIBIT A



PETITION REQUESTING ANNEXATION BY LANDOWNER

TO THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS OF THE CITY OF VENUS, TEXAS

The Bankston Fourth Family, owner(s) of the hereinafter described tract or parcel of land ("Property") hereby voluntarily petitions the City Council of the City of Venus, Texas, to annex the property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Venus, the property, containing approximately 24.470 acres of land, generally described as follows:

and being more particularly described in **Exhibit "A"** by metes and bounds and depicted in **Exhibit "B"** attached hereto and made a part hereof.

I certify that the above described Property is vacant and without residents or on which less than three qualified voters reside, is contiguous and adjacent to the City of Venus, and is wholly within the extraterritorial jurisdiction of the City of Venus, and that this petition is signed and duly acknowledge by each and every person, corporation, or entity having an ownership interest in said Property.

Don Bankston
Signature

Judy Bankston
Signature

Signature

Don Bankston
Printed Name

Judy Bankston
Printed Name

Printed Name

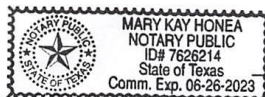
State of Texas

County of Johnson

Don and Judy Bankston, personally appeared before me, and being first duly sworn declared that he/she/they signed this application in the capacity designated, if any, and further states that he/she/they read the above petition and the statements therein contained are true.

Given under my hand and seal of office this 8th day of October, 2020.

(SEAL)



Mary Kay Honea
Notary Public's Signature

EXHIBIT A

Being a tract of land in the Moses Lapham Survey, Abstract No. 499, Johnson County, Texas, and being all of a called 24.474 acre tract conveyed to Perry Alexander, et ux, as recorded in Volume 1560, Page 517, Official Public Records of Johnson County, Texas. Bearings are correlated to the North line of Volume 1560, Page 517, Official Public Records of Johnson County, Texas. (North 60 degrees 00 minutes 00 seconds East)

BEGINNING at a 1/2 inch steel pin found in the South line of FM Highway No. 1807 being the Northwest corner of said Alexander Tract;

THENCE North 60 degrees 00 minutes 00 seconds East, along the South line of FM Highway No. 1807, at 1353.79 feet passing a wood highway monument found, in all, 1465.60 feet to a 1/2 inch steel pin set for the beginning of a curve to the left;

THENCE continuing along the South line of FM Highway No. 1807, along said curve to the left having a radius of 994.93 feet and a chord bearing North 51 degrees 52 minutes 01 seconds East, 281.51 feet, a distance of 232.46 feet to a 1/2 inch steel pin set for a corner of a turn out to County Road No. 213;

THENCE North 60 degrees 00 minutes 00 seconds East, along said turn out, 53.55 feet to a 1/2 inch steel pin set for corner in the West line of County Road No. 213,

THENCE South 29 degrees 52 minutes 07 seconds East, (called South 29 degrees 49 minutes 00 seconds East), along the West line of County Road No. 213, 626.79 feet (called 628.60 feet) to a 1/2 inch steel pin found for a corner being the Southeast corner of said Alexander Tract;

THENCE South 59 degrees 56 minutes 54 seconds West, 1799.29 feet (called South 60 degrees 00 minutes 00 seconds West, 1801.50 feet) to a 1/2 inch steel pin set for a corner being the Southwest corner of said Alexander Tract;

THENCE North 29 degrees 43 minutes 06 seconds West (called North 29 degrees 40 minutes 00 seconds West), 588.60 feet to the PLACE OF BEGINNING and containing 24.401 acres of land.

Homestead, AB1-Adaptation, PUL-Pollution Control, HIS-Historic, PVR-Alternate Power, RHP-Report, I-X-Total Exempt

NOTE: THIS IS NOT A TAX STATEMENT!

DO NOT PAY FROM THIS NOTICE!

Central Appraisal District of Johnson County

109 N MAIN ST, CLEBURNE, TX 76033

Phone: (817) 648-3000

Fax: (817) 645-3105

NOTICE DATE: 04/29/2020

PROTEST BY: 05/29/2020

Online Protest ID: 364477

<http://www.johnsoncad.com/>

<http://www.johnsoncad.com/OnlineProtest>

Property Address: FM 1807

Acres: 24.470

Und. Int.: 1.0000000



ACCOUNT NUMBER

126.0499.00080

BANKSTON FOURTH FAMILY LTD

PO BOX 4

VENUS TX 76084-0004

PROPERTY DESCRIPTION

ABST 499

TR 6A

M LAPHAM

EXHIBIT B

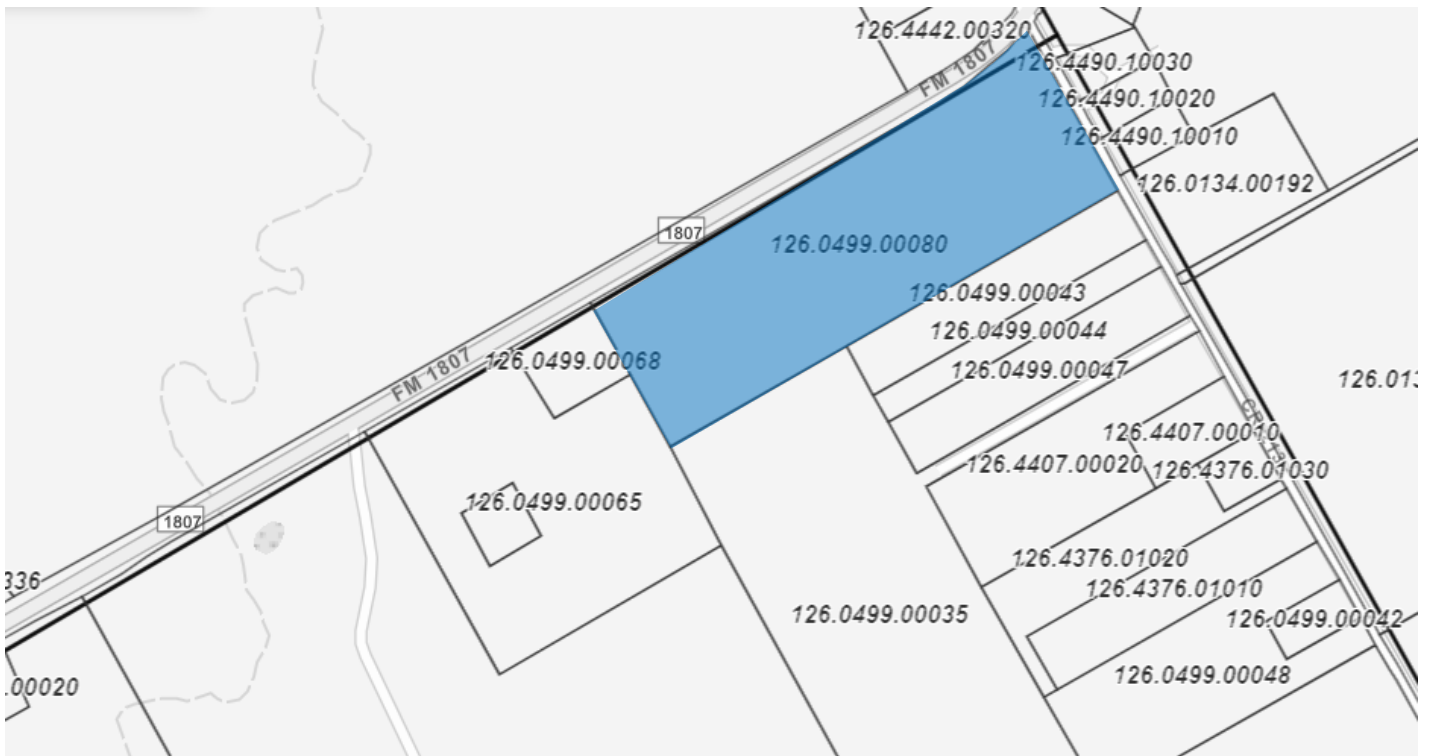


EXHIBIT C

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
MUNICIPAL SERVICES AGREEMENT**

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code by and between the City of Venus, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property. City and Owner may be referred individually as a "Party" and collectively referred to as the "Parties."

WHEREAS, the Owner owns a parcel of real property (the "Property") in Johnson County, Texas, generally located at the southwest corner of FM 1807 and CR 213 and being an approximate 24.47 acre tract of land situated in the Moses Lapham Survey, Abstract No. 499, Johnson County, Texas and more particularly described on **Exhibit A** attached hereto; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code in order to address the provision of municipal services to be offered to the Property on the date of annexation, and a schedule that includes the period within which the City will provide any municipal service that is not provided on the effective date of annexation, as shown in **Exhibit B** attached hereto; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Johnson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. The City acknowledges and agrees that it shall provide the municipal services listed in **Exhibit B** to the Property pursuant to Chapter 43 of Texas Local Government Code upon annexation of the Property.

Section 2. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person**

claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner agrees and stipulates that such annexation of the Property is voluntary, and the Owner has submitted a petition for such annexation to the City. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken. Owner acknowledges and stipulates that this Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. The Parties acknowledge and agree that nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of municipal service. Furthermore, the Parties acknowledge and agree that this Agreement will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

Section 5. The Owner acknowledges that the City's codes, ordinances, regulations and policies ("Regulations") that apply throughout the City, including the Property, may be reviewed at City Hall and at <http://www.cityofvenus.org/government/city-ordinances/> and shall apply to all such regulations in development of the Property.

Section 6. This Agreement shall be valid for a term of ten (10) years. Renewal of the Agreement shall be at the discretion of the City Council and must be approved by ordinance. The Owner agrees that this Agreement may be amended without the written consent or knowledge of the Owner if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Agreement unworkable or obsolete. Furthermore, the Owner acknowledges and agrees that the City Council may amend the services provided under this Agreement without the written consent of the Owner in order to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances existing pursuant to the Local Government Code or other Texas or Federal laws that make this Agreement unworkable, obsolete or unlawful.

Section 7. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City:
City of Venus
Attn: City Administrator
700 W. Hwy 67
Venus, Texas 76084

With Copy to:

Messer, Fort & McDonald PLLC
Attn: Timothy A. Dunn
6371 Preston Road, Suite 200
Frisco, Texas 75034

To Owner:

Bankston Fourth Family, Ltd.
P.O. Box 4
Venus, Texas 76084

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Johnson County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability. Owner acknowledges and agrees that the only recourse against the City for breach or default of the Agreement is disannexation for failure to provide services pursuant to Chapter 43 of the Texas Local Government Code.

Section 11. Owner and City acknowledge and expressly agree that no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Johnson County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, 4 and 10 herein.

Section 15. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2020.

SIGNATURES ON FOLLOWING PAGE(S)

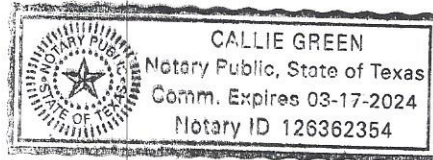
CITY OF VENUS

By: [Signature]
Name: Andy D. Wolfe
Title: City Administrator
Date: 12/11/20

THE STATE OF TEXAS §
 §
COUNTY OF Johnson/ Ellis §

This instrument was acknowledged before me on December 11, 2020, by **Andy D. Wolfe**, City Administrator of the City of Venus, Texas on behalf of said City.

[Signature]
Notary Public in and for the State of TEXAS



OWNER: The Bankston/Carth Fam: LP

By: [Signature]
Name: Don Bankston
Title: Partner
Date: 12-11-20

THE STATE OF TEXAS §
 §
COUNTY OF Johnson §

This instrument was acknowledged before me on December 11, 2020, by Don Bankston, owner of said Property.

[Signature]
Notary Public in and for the State of TEXAS



EXHIBIT "A"
Property Description and Depiction

Being a tract of land in the Moses Lapham Survey, Abstract No. 499, Johnson County, Texas, and being all of a called 24.474 acre tract conveyed to Perry Alexander, et ux, as recorded in Volume 1560, Page 517, Official Public Records of Johnson County, Texas. Bearings are correlated to the North line of Volume 1560, Page 517, Official Public Records of Johnson County, Texas. (North 60 degrees 00 minutes 00 seconds East)

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THENCE North 29 degrees 43 minutes 06 seconds West (called North 29 degrees 40 minutes 00 seconds West), 588.60 feet to the PLACE OF BEGINNING and containing 24.4(1 acres of land.

EXHIBIT "B"

Municipal Service Plan

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code ("LGC"), Section 43.0672. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Venus (the "City") in accordance with the following plan. Unless, otherwise indicated, the City will provide the following services to the annexed property within two and one-half years unless certain services cannot be reasonably provided within that time and the City proposes a schedule to provide services within four and one-half years. The City shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City with similar topography, land use, and population density.
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Venus Police Department shall be immediately provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Routine patrol and responses;
 - ii) Dispatch responses to emergency and non-emergency service calls;
 - iii) Handling of complaints and incident reports;
 - iv) Special units, such as traffic enforcement and investigations;
 - v) Coordination with other public safety support agencies; and
 - vi) Animal control services.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection and Emergency Medical Services
 - a) The Venus Volunteer Fire Department will continue to provide emergency medical services and fire prevention services to the annexed area. These services include, but are not limited to:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by

American Medical Response (“AMR”), fire engines, trucks and ambulances;

- iii) Hazardous materials response and mitigation;
- iv) Emergency prevention and public education efforts;
- v) Technical rescue response; and
- vi) Constriction Plan Review and required inspections.

- b) Fire protection and emergency medical services from the City shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient, fire protection and emergency medical services, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City will be sufficient to serve the annexed area.
- d) Upon ultimate development, fire protection and emergency medical services will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) The City will provide fee-based waste collection services to the Property, contracting with a provider. Notification to the provider to expand the service area will be made upon council approval of the annexation.

D) SANITARY SEWER

- 1) Sanitary sewer service to the area will be provided in the same manner that such service is provided to the other similarly situated areas within the corporate limits of the City and in accordance with applicable codes and departmental policy. As property develops in the area, sanitary sewer service shall be provided in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the City’s participation policies.

E) WATER FACILITIES

- 1) Water service to the area will be provided by the CCN holder in the same manner that such service is provided to the other similarly situated areas within the corporate limits of the City.

F) ROAD AND STREETS

- 1) Maintenance of roads and streets, including street lighting, if any, will be maintained in the same manner as provided to other similarly situated areas within the corporate limits of the City.

G) CODE ENFORCEMENT & INSPECTION SERVICES

- 1) Code enforcement services will be available on the effective date of annexation. Code enforcement services include the response, investigation and potential abatement of property maintenance issues, nuisance issues, sanitation issues, illegal signs, abandoned or inoperable vehicles and other zoning violations.
- 2) Upon the effective date of annexation, the City will provide building permits and inspection services to the Property. This service will be made available to the Property on the same basis and at the same level of service as similar facilities throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) The City is not aware of any publicly owned facilities, buildings or services associated with the Property for purposes of operation and maintenance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City, such as municipal and general administration will be made available on the effective date of the annexation. The City shall provide levels of service, infrastructure, and infrastructure maintenance, enforcement of all zoning ordinances, building codes, and miscellaneous penal ordinances including but not limited to regulation of animals, roads and streets, fireworks, alcoholic beverages, firearms, littering and dumping that are comparable to the levels of services available in other parts of the City with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.



ORDINANCE NO. 716-2020-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, AMENDING THE VENUS CODE OF ORDINANCES, SECTIONS 10-167, APPLICATION FOR PERMIT AND FEES, AND 10-169, INSPECTIONS, TO REVISE REGULATIONS FOR INSPECTIONS OF A MOBILE FOOD UNIT; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Venus, Texas ("City"), is a Type A general law city located in Johnson County, Texas and Ellis County, Texas created and operating pursuant to the laws of the State of Texas, by and through its duly elected council members; and

WHEREAS, the City is authorized and empowered to adopt and enforce ordinances, not inconsistent with state law that are necessary to protect the welfare and safety of its inhabitants (Texas Local Government Code §51.012); and

WHEREAS, the City has adopted regulations governing Food Establishments in order to protect the health, safety, and welfare of the citizens of the City of Venus; and

WHEREAS, the City Council finds it is in the best interest of the City to amend the regulation of inspections of mobile food units to provide that such units may receive a permit from the City if operated in accordance with the regulations put in place by the State of Texas.

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

Section 1. The recitals set forth above are true and correct and are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Chapter 10 – Business Regulations, Article V – Food Establishments, Section 10-167 – Application for Permit and Fees - shall be and is hereby amended in its entirety to read as follows:

“Section 10-167. – Application for permit and fees.

- (a) Any person desiring to operate a food establishment must make a written application for a permit on forms provided by the regulatory authority. The application must contain the name and address of each applicant, the location and type of the proposed food establishment and the applicable fee. An incomplete application will

not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.

- (b) Except as otherwise provided in this article, prior to the approval of an initial permit or the renewal of an existing permit, the regulatory authority shall inspect the proposed food establishment to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules will be denied a permit or the renewal of a permit.
- (c) Fees for permits issued under this article shall be set by city council and included in the master fee schedule.”

Section 3. Chapter 10 – Business Regulations, Article V – Food Establishments, Section 10-169 – Inspections - shall be and is hereby amended in its entirety to read as follows:

“Sec. 10-169. – Inspections.

- (a) Before a permit is issued, the city or its authorized representative shall inspect and approve the food establishment. An inspection of a food establishment shall be performed at least two times annually and shall be prioritized based upon assessment of a food establishment's compliance and potential of causing food-borne illness according to V.T.C.A. Administrative Code, Title 24, Part 1, Chapter 228, Rule § 228.249
- (b) Refusal of an owner, manager or employee to allow the authorized representative of the regulatory authority, upon presentation of credentials, to inspect any permitted business or operation therein during normal business hours will result in an immediate suspension of the permit, requiring all permitted activities to abate until after such time as a hearing may be held per section 10-173 of this article.
- (c) Notwithstanding any other provision in this article, a mobile food unit, as defined by Title 25, Texas Administrative Code, Chapter 228, may be issued a permit upon providing proof that the mobile food unit has passed the initial inspection required by Title 25, Texas Administrative Code, § 228.221 and has a current permit issued by the Texas Department of State Health Services or other appropriate state authority.”

Section 4. Savings Clause. All rights and remedies of the City of Venus, Texas, are expressly saved as to any and all violations of the provisions of the Ordinance or any other ordinance which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 5. Cumulative Clause. This Ordinance shall be cumulative of all provisions of state or federal law and other ordinances of the City of Venus, Texas, 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. Severability Clause. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 7. Repealer Clause. Any provisions of any prior ordinance of the City whether codified or uncoded, which are in conflict with any provision of the Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 8. This Ordinance shall become effective from and after its passage and publication as required by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS
ON THIS THE 14th DAY OF DECEMBER, 2020.**

James L. Burgess, Mayor

ATTEST:

Callie Green, City Secretary

APPROVED AS TO FORM:



Timothy A. Dunn, City Attorney

ORDINANCE NO: _____

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF VENUS, JOHNSON COUNTY AND ELLIS COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

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

SECTION 1. GRANT OF AUTHORITY: The City of Venus, Texas, hereinafter called "City," hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public places ("Public Rights-of-Way"), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the "System") to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City's corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2045.

SECTION 2. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF ATMOS ENERGY FACILITIES:

- A. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that it may disturb. In determining the location of the facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then existing facilities of Atmos Energy and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos

Energy. In the event of a conflict between the location of the proposed facilities of Atmos Energy and the location of the existing facilities of City or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way.

Atmos Energy or contractors working on behalf of Atmos Energy shall not be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way. City shall provide Atmos Energy with its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practically possible with respect to the scope of the project. In no event shall Atmos Energy be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City.

- B. If City, in constructing its sewers, drainage, water lines, streets, or utilities, should request that Atmos Energy remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way, Atmos Energy shall do so at its own expense for facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by Atmos Energy to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.

When Atmos Energy is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other

programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to City. Upon receipt of reimbursement from such program, the City shall remit to the Atmos Energy, within thirty (30) days of receipt, its portion related to the relocation or removal of its facilities.

If Atmos Energy is required by City to remove or relocate its mains, laterals, or other facilities lying within Public Rights-of-Way for any reason other than the construction or reconstruction of sewers, drainage, water lines, streets or utilities by City, Atmos Energy shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

- C. When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, Atmos Energy shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Atmos Energy is required by City to perform relocation. City shall not require that Atmos Energy document request for reimbursement as a pre-condition to recovery of such relocation costs.
- D. If City abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of

the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 3. INDEMNITY & INSURANCE: In the event of injury to any person or damage to any property by reason of Atmos Energy's construction, operation, maintenance, or replacement of Atmos Energy's pipeline system within Public Rights-of-Way, Atmos Energy shall indemnify and keep harmless City from any and all liability in connection therewith, except to the extent such injury or damage is attributable to the fault of the City, including, without limitation, the City's negligent or intentional acts or omissions. Atmos Energy's insurance of its obligations and risks undertaken pursuant to this franchise may be in the form of self-insurance to the extent permitted by applicable law, under an Atmos Energy plan of self-insurance maintained in accordance with sound accounting and risk-management practices.

SECTION 4. NON-EXCLUSIVE FRANCHISE: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

SECTION 5. PAYMENTS TO CITY:

- A. Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 15th day of November, 2020, and on or before the same day of each succeeding year during the term of this franchise the last payment being made on the 15th day of November, 2045 a sum of money which shall be equivalent to five percent (5%) of the Gross

Revenues, as defined in 5.B below, received by Atmos Energy during the preceding calendar year.

B. "Gross Revenues" shall mean:

- (1) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City;
- (2) all revenues received by Atmos Energy from the transportation of gas through the
System
of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City);
- (3) the value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the City ("Third Party Sales")(excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and
- (4) "Gross Revenues" shall also include fees collected pursuant to this agreement and the following "miscellaneous charges": charges to connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within the City.
- (5) "Gross Revenues" shall not include:
 - (a) revenues billed but not ultimately collected or received by Atmos Energy;
 - (b) contributions in aid of construction;

- (c) the revenue of any affiliate or subsidiary of Atmos Energy;
- (d) sales tax paid to the City;
- (e) interest or investment income earned by Atmos Energy; and
- (f) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's right of way.

- C. The initial payment for the rights and privileges herein provided shall be for the privilege period January 1 through December 31, 2020, and each succeeding payment shall be for the privilege period of the calendar year in which the payment is made.

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

- D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater

than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Atmos Energy may grant, in its sole reasonable discretion, such waiver.

E. Atmos Energy Franchise Fee Recovery Tariff

- (1) Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.
- (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.
- (3) City agrees that it will take no action, nor cause any other person or entity to take any
action, to prohibit the recovery of such franchise fees by Atmos Energy.

F. Lease of Facilities Within City's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the

facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

SECTION 6. ACCEPTANCE OF FRANCHISE: In order to accept this franchise, Atmos Energy must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void.

When this franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect.

SECTION 7. PARAGRAPH HEADINGS. CONSTRUCTION: The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

SECTION 8. EFFECTIVE DATE: If Atmos Energy accepts this ordinance, it becomes effective as of the date it is finally passed and approved.

PASSED AND APPROVED on this the _____ day of _____, 2020.

ATTEST:

**James L. Burgess, Mayor
City of Venus, Texas**

I, Callie Green, City Secretary of the City of Venus, Johnson County and Ellis County, Texas,
do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by
the City Council of the City of Venus, Texas, at a _____ session, held on the _____
day of _____, 2020, as it appears of record in the Minutes in Book _____,
page _____.

WITNESS MY HAND AND SEAL OF SAID CITY, this the ____ day of _____, 2020.

Callie Green, City Secretary
City of Venus, Texas

ORDINANCE NO. 714-2020-12

AN ORDINANCE OF THE CITY OF VENUS, TEXAS ADOPTING ARTICLE III (SPECIAL EVENTS) OF CHAPTER 24 (STREETS, SIDEWALKS AND OTHER PUBLIC PROPERTIES) OF THE CITY OF VENUS CODE OF ORDINANCES TO ESTABLISH REGULATIONS FOR SPECIAL EVENTS; PROVIDING A PURPOSE AND DEFINITIONS; PROVIDING FOR A SPECIAL EVENT PERMIT AND EXEMPTIONS; PROVIDING FOR A SPECIAL EVENT PERMITTING PROCESS; PROVIDING FOR REGULATIONS TO PROTECT THE PUBLIC HEALTH AND SAFETY; PROVIDING FOR THE REVOCATION, TERMINATION AND APPEAL OF A SPECIAL EVENT PERMIT; PROVIDING FOR AN APPLICATION FEE; PROVIDING FOR OPERATING PROCEDURES; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2000.00) DOLLARS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Venus, Texas (“City”) currently hosts a variety of special events for the benefit of its citizens and the enjoyment of the public at-large; and

WHEREAS, the City anticipates that the number of special events held by the City or individuals will increase in the future; and

WHEREAS, in order to plan for and protect the health and safety of participants, spectators and citizens, it is necessary to enact regulations related to special events to ensure that City staff is adequately informed of the details of special events held wholly or partially in the City; and

WHEREAS, the City has investigated and determined that the adoption of regulations related to special events is in the best interest of the citizens of Venus and will provide for the public health and safety.

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

Section 1. Findings. The findings set forth above are incorporated herein as if set forth verbatim.

Section 2. Adoption of Article III (Special Events) of Chapter 24 (Streets, Sidewalks and Other Public Properties). Article III (Special Events) of Chapter 24 (Streets, Sidewalks and Other Public Properties) is hereby adopted as follows:

“ARTICLE III. SPECIAL EVENTS

Sec. 24-70 - Purpose

The purpose of this article is to secure the general health, safety and welfare for the residents of the City by regulating the manner in which special events are conducted, requiring compliance with standards to ensure the safety of the attendees and the residents of the City and to stimulate significant economic growth, promote tourism and generate revenue for businesses in the City.

Sec.24-71 - Definitions

Applicant means the person seeking to hold a special event who has filed a written application for a special event permit, including the applicant's employees, agents, affiliates, successors, permitted assigns and other persons controlled by the applicant.

Block Party means the use of a street for a residential neighborhood function or event which involves the temporary barricading of one or more streets.

City means the City of Venus, Texas.

City-Sponsored Event means:

- (i) an event sponsored in whole or in part by the City; or
- (ii) an event conducted by or with a non-profit organization, and for which the City pays all or a portion of the costs of the special event.

Concession means a facility at a special event where food and/or drink is offered to the public for sale.

Director means the City Administrator or his or her designated representative.

Non-Profit Organization means an organization or entity that is exempt from the payment of taxes pursuant to section 501(c)(3) of the Internal Revenue Code.

Parade means any assembly, march, demonstration or procession upon public streets within the City, including persons, animals, or vehicles that are reasonably likely to interfere with the normal flow or regulation of traffic. Parade shall include, but not be limited to, runs, walks, marathons or similar events.

Permanent structure means a structure for which a certificate of occupancy has been issued.

Permit means written approval from the city or its designated representative for a special event, upon the receipt and review of a completed application.

Person means any individual, assumed name entity, partnership, association, corporation or other organization or entity.

Reimbursable Costs means costs incurred in the staging of the special event, including, without limitation, the following:

- i. Utility services provided to the special event, including all of the costs of installation, maintenance and connection;
- ii. Food services inspection;
- iii. Repair, maintenance and removal of facilities in the event of a failure of applicant;
- iv. Repair of streets, alleys, sidewalks, parks and other public property;
- v. Police protection;
- vi. Emergency medical services;
- vii. Fire protection;
- viii. Garbage disposal and cleanup;
- ix. Traffic control;
- x. Equipment, including but not limited to bleachers, sound equipment, tents, tables and chairs; and
- xi. Other direct costs associated with the special event.

Special Event means an occurrence which takes place on a periodic basis, or a stand-alone occasion, wholly or partially on the City's rights of way, public property, or private property which may cause an interruption of regular activities and involves one or more of the following activities:

- i. closing a public street;
- ii. blocking or restricting access to public property and streets;
- iii. sales of merchandise, food or beverages on public property;
- iv. sale of alcoholic beverages on public or private property where otherwise prohibited;
- v. erecting a tent or canopy on public property, or on private property where otherwise prohibited by ordinance;
- vi. installing a stage, band shell, van, trailer, portable building, grandstand or bleachers on public property;
- vii. installing a stage, band shell, van, trailer, portable building, grandstand or bleachers on private property where otherwise prohibited by ordinance;
- viii. placing portable toilets on public property, or on private property where otherwise prohibited by ordinance; or
- ix. events or gatherings of seventy-five (75) or more persons for a common purpose including a parade, using private or public property.

Sec. 24-72 – Permit Required; Exemptions

(a) Permit Required.

1. An applicant shall apply for a special event permit with the City and pay all applicable fees.
2. A special event application form, including the payment of applicable fees, must be completed and submitted to the City no fewer than sixty (60) days prior to the date of the proposed special event.
3. The issuance of a special event permit authorizes appropriate City departments to issue permits for activities in connection with the authorized event in locations where such activities would otherwise be prohibited by ordinance.
4. Setup for the special event may begin the day immediately preceding the day of the special event and must be completely removed before noon the day following the special event unless otherwise approved in writing by the Director. Public property shall be restored to its original condition as it existed prior to the special event.
5. The city and its officials, officers, employees and agents shall not be liable for any damage to or loss of any such property or facilities sustained during removal or storage of such property, equipment, tents or other facilities and the applicant shall indemnify the city, its officials, employees and agents against all claims for such damage or loss.
6. Issuance of a special event permit does not authorize removal or alteration of public property and any such removal or alteration is strictly prohibited.
7. In addition to complying with all conditions of the special event permit and applicable ordinances, the applicant shall comply with federal, state, and county laws, rules, and regulations.
8. If an applicant's special event occurs on a recurring basis (e.g., weekly, monthly), a single special event permit may be issued for a six-month period, after which time the applicant must reapply for a new special event permit in compliance with this article.

(b) Exemptions.

The following are exempt from the rules and regulations of this article:

1. A private party held on private property and to which the public is not invited, provided such party does not impact public rights of way or involve activities not permitted by applicable zoning regulations as determined by the City.
2. An event wholly contained on a property specifically designed or suited for the event and that holds a certificate of occupancy for such use, and includes adequate parking to accommodate events.
3. Funeral processions.
4. Activities under the control of the City parks department conducted on City property that do not affect public right-of-ways.

5. Sporting and/or special events sponsored by the Venus Independent School District which take place exclusively on Venus Independent School District property.
6. A demonstration, parade, or assembly related to the expression of feelings and beliefs on current political, religious, or social issues.

Sec 24-73 – Special Event Application

1. A person desiring to hold a special event shall apply for a special event permit by filing a written application on a form provided by the City with the Permitting Department.
2. An application for a permit for a special event shall be made at least sixty (60) days prior to the date and time of the commencement of the special event.
3. An application shall contain, but not necessarily be limited to, the following information:
 - a. The name, home address and telephone number, office address and telephone number, date of birth and driver's license number of the applicant and of any other persons responsible for the conduct of the special event;
 - b. The name and address of the owner of the location where the special event is to be held, and a statement describing the terms and conditions of the agreement whereby the applicant is authorized to use the land;
 - c. A description of the place where the special event is to be held which will provide a physical description of the location upon which the special event is to be held and a description which will adequately locate the property within the City limits;
 - d. The following general information:
 - i. A description of the special event;
 - ii. Requested date, location and hours of operation;
 - iii. Use of structures, including tents, fences, barricades, signs, banners and restroom facilities;
 - iv. The estimated number of persons participating in the special event;
 - v. Specific details of how the applicant proposes to provide security and traffic control;
 - vi. The time and location of street closings, if any are requested;
 - vii. If applicable, details of the offer of merchandise or service or concessions at the special event, designating any street vendors or peddlers involved;
 - viii. If applicable, a description of animals to be used with proof of vaccinations or health status records;
 - ix. Details of how the applicant will clean up the area used after the special event, and proof that the applicant possesses or is able to obtain all licenses and permits required by City ordinance or by state law for the conduct of the special event;

- x. The estimated number of spectators, participants or guests; and
 - xi. If applicable, proof of notification and consent signed by each owner and tenant of the properties in the area affected by a block party.
- 4. If the special event includes the sale or consumption of alcohol in any form, the applicant shall, at the time of the submission of their application, include specific details with regard to the service of alcohol, including the type of alcohol, vendors, logistics, process of service, Texas Alcoholic Beverage Commission (“TABC”) certification and any other information deemed necessary by the City and/or as required by this chapter.
- 5. The applicant shall, at its own expense, procure, pay for and maintain the following insurance through an insurance company with an A.M. Best A+ rating, authorized to do business in the state of Texas and acceptable to the City. The applicant shall furnish certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions:
 - a. Commercial general liability insurance, with an endorsement adding the City of Venus as an additional insured, including but not limited to premise operations, personal and advertising injury, products, operation, independent contractors and contractual liability, with minimum combined limits of \$1,000,000 per occurrence, \$1,000,000 products/completed operations aggregate and \$2,000,000 general aggregate;
 - b. Liquor liability insurance, either endorsed onto the above described policy or written on a stand-alone basis, if any of the following applies:
 - i. The applicant is in the business of manufacturing, selling or distributing alcoholic beverages;
 - ii. The applicant serves or furnishes alcoholic beverages for a charge, whether or not such activity requires a license or is for the purpose of financial gain; or
 - iii. The applicant serves or furnishes alcoholic beverages without a charge, if a license is required for such activity.
- 6. Insurance requirements for Block Parties shall be personal or general liability coverage in an amount not less than \$300,000.00 with an endorsement adding the City of Venus as an additional insured. The provisions of Section 5(b) above shall apply to Block Parties.

All applications shall also include a performance bond or security deposit in the amount of \$500.00, except applications for Block Parties and City-sponsored events. The City may, in its sole discretion, request any and all additional information necessary to make a determination as to the status of a submitted application.

Sec. 24-74 – Special Events and Alcohol

Any special event providing for alcohol sales or consumption shall have a valid permit or license to sell or serve alcoholic beverages issued by TABC and shall follow all TABC rules and regulations associated with the permit. A certified bartender shall be used for the service of alcohol when required by the Director, or when otherwise required by law. It is the responsibility of the applicant to ensure that participants, spectators and patrons do not carry alcoholic beverages into or out of the special event.

Sec. 24-75 – Required Permit Application Fee; Permit Application Fee Established

(a) Required Fee.

An applicant for a special event permit shall pay a permit application fee, in an amount established by the City Council, at the time the application is submitted, and if required, shall submit bond as provided for herein. A copy of the fee schedule is available from the Permitting Department. Special events sponsored by the City, block parties, and special events held by non-profit organization shall be exempt from the requirement to pay a permit fee.

(b) Fee Established.

A special event permit application fee of \$65.00 shall be due upon submission of an application for consideration.

Sec. 24-76 – Review of Plans and Application

(a) The City, by reviewing and/or approving plans submitted with an application, assumes no liability or responsibility thereof. The following plans shall be required where applicable to the proposed special event:

1. **Site Plan:** A conceptual site plan of the premises to be used for the special event must be submitted at the time of the filing of an application. A final site plan, which shall be reviewed and is subject to approval by the Director, must be submitted a minimum of thirty (30) days prior to the special event. The final site plan must be detailed and drawn to scale. It must show the location and anticipated use of concession and display booths, portable toilets, dumpsters, and stages. It must show the location and orientation of loudspeakers, locations for electricity and water, and any other relevant elements. Once the final site plan is approved, it cannot be altered without the prior written consent of the City. Non-substantial on-site adjustments to the conceptual or final site plan may be made in consultation with the Director. A walk-through to verify that the actual setup of the special event site meets with the approved final site plan shall be conducted prior to the special event.
2. **Fire Protection:** a plan for prevention of fires and for adequate protection of persons and property in the event of a fire, including, without limitation, adequate exits, fire extinguishers, adequate access for fire trucks and emergency vehicles.

3. **Concessions:** a plan to identify the types of concessions participating in the special event, and information related to service provided by those concessions.
4. **Emergency Medical Service:** a plan to provide adequate emergency medical services at the special event.
5. **Parking:** a plan to provide adequate parking for the proposed special event including written permission in the form provided by the City executed by all of the owners of the land to be used for the special event.
6. **Police Protection:** a plan providing for adequate safety, security, traffic and crowd control in connection with the special event, which addresses the location of booths, stages and event structures, severe weather shelters, location of security staff, location of assembly area and approximate occupancy.
7. **Promotional:** if applicable, the plan to promote, market and advertise the special event.
8. **Sanitation Plan:** a plan to insure that the highest standards of cleanliness and sanitation are maintained at the special event, including adequate restroom facilities, and a plan to empty refuse containers frequently so as to prevent overflow.

Based upon the information supplied in the application, and the experience of City staff, emergency medical service, police protection and fire protection beyond that level normally provided will be supplied, at the applicant's sole expense, by the appropriate City department as deemed necessary by the City's Director.

(b) In addition to the other information provided by the applicant in considering whether to approve a permit, the City shall also review the following:

1. Whether there is convenient and safe access for ingress and egress to the special event;
2. Whether sufficient traffic control personnel are proposed to ensure safety to all members of the traveling public, including pedestrians, along all public roadways in the proximity of the proposed event and/or along which the public is likely to travel to reach the site;
3. If the proposed event is at night, whether sufficient illumination will be provided to protect the safety of the persons assembled; and
4. Whether the site is so arranged to provide sufficient space for persons assembled, vehicles, sanitary facilities and appurtenant equipment.

City Staff shall determine whether the application and plans meet City safety and other requirements, and an applicant may be requested to modify an application to meet these requirements. Should any of the submitted plans fail to give, and after notice, the applicant is unable to provide for, adequate assurances that the plans will be implemented and carried out, the permit application may be denied.

Sec. 24-77 – Minimum Public Health and Safety Requirements for a Special Event; Cancellation of Special Event

(a) The following list represents the minimum public health and safety requirements for a special event, and based upon the contents of the special event permit application and the knowledge and belief of the Director, the Director may request additional information or impose requirements beyond those identified below for the best interest of the public health and safety:

1. All public safety services shall be provided by the City of Venus and/or Johnson or Ellis County personnel. Crowd management requires a minimum of two officers for each 500 persons.
2. Food preparation, service and storage will be provided for pursuant to the rules, policies and regulations of the Texas Department of Health and the City of Venus, as amended.
3. An adequate safe supply of potable water, meeting the requirements of the Texas Department of Health shall be provided.
4. Toilet facilities will be provided for pursuant to the requirements of the City building code, as amended. In the event that the toilet facilities at the City Civic Center are utilized, a cleaning fee will be collected as part of the reimbursable costs and an attendant must be provided to prohibit unauthorized use of the Civic Center facilities. In the event that portable toilets are utilized, such portable toilets must be placed on an improved surface.
5. Refuse shall be collected, stored and transported in a manner that protects against odor, infestation of insects, and/or rodents.
6. Refuse and recycling containers shall be clearly marked and readily accessible.
7. Electrical systems shall be installed and maintained in accordance with the provisions of the applicable state standards and City regulations.

The applicant shall ensure that adequate communications between local law enforcement, fire protection and emergency personnel and any private security personnel is provided.

(b) At any time, prior to the commencement of or during a special event, the Director shall have the authority to immediately cancel the special event, if, in the sole determination of the Director, there is a threat to the public health, safety or welfare. In the event of cancellation, there shall be no refund of permit fees paid to the City.

Sec. 24-78 – Issuance, Denial and Revocation of Special Event Permit

1. The application for a special event permit shall be denied if the permit application does not contain the information and plans required by this article.

2. Upon receipt of an application for a special event which contains all required plans. The Director shall forward a copy of the application, and any submitted plans, to each City department. The department shall review the plans and application and shall notify the Director if additional information is necessary or of their approval or denial of the application within thirty (30) days of the department's receipt of the application.
3. Upon receipt of the findings of the Departments, the Director shall notify the applicant if the application is approved or if additional information is necessary to evaluate the application.
4. The City departments and City may prescribe licenses and permits required by other city ordinances or applicable law, restrictions, regulations, cost for city services, safeguards, and other conditions necessary for safe orderly conduct of a special event, to be incorporated into the special event permit before issuance.
5. The City shall advise the applicant of the estimated cost for city services, safeguards and other conditions necessary for the safe and orderly conduct of the special event.
6. Prior to the issuance of the permit, the applicant shall agree in writing to pay the deposit at least ten (10) days prior to the special event.
7. If applicable, a deposit of one half of the estimated cost of reimbursable costs required to be paid to the City as the result of a special event must be received by the City not less than ten (10) days before the date of the special event. The balance of the reimbursable costs are required to be paid before the conclusion of the special event.
8. The City may deny an application for a special event permit if:
 - a. a permit has been granted for another special event at the same place and time or within two (2) hours of the end of the previously permitted special event;
 - b. The proposed special event will unreasonably disrupt the orderly flow of traffic, and no reasonable means of re-routing traffic or otherwise meeting traffic needs are available;
 - c. The applicant fails to comply with, or the proposed special event will violate, a city ordinance or other applicable law, unless the prohibited conduct or activity would be allowed under this article;
 - d. The applicant makes a false statement of material fact on an application;
 - e. The applicant has had a special event permit revoked within the preceding twelve (12) months or the applicant has committed two (2) or more violations of a condition or provision of a special event permit or of this article within the preceding twelve (12) months;
 - f. The applicant fails to adequately arrange for: the protection of the event participants, maintenance of public order in and around the special event location, crowd security, taking into consideration the size and character of the event, emergency vehicle access; or safe sanitary conditions for the preparation of food concessions;

- g. The applicant fails to provide proof that the applicant possesses or is able to obtain a license or permit required by city ordinance or other applicable law for the conduct of all activities included as part of the special event;
- h. The applicant fails to pay any outstanding costs owed to the City related to a past special event permit;
- i. The applicant fails to submit the required deposit;
- j. The applicant fails to obtain the required insurance;
- k. The proposed special event would unduly burden City services; or
- l. The special event begins or ends outside the city limits, unless the applicant supplies proof of approval of any other affected governmental entity.

Sec. 24-79 – Special Conditions & Prohibitions

- (a) In determining whether to grant an application for a special event permit, the City may establish specific conditions for traffic safety and the protection of public health.
- (b) Notwithstanding any other provision in this Article, no special event permit may be granted permitting crafting, food vendors, or cooking in the gazebo on the city square.

Sec. 24-80 – Revocation of Permit

The Mayor may revoke a special event permit issued pursuant to this article upon the finding of one or more of the following:

- 1. That the applicant has violated one or more of the provisions of the special event permit;
- 2. That the applicant has failed to pay the deposit(s) required herein;
- 3. That the special event permit was obtained by fraud or misrepresentation; or
- 4. That the preparations for the special event will not be completed prior to the planned commencement of the special event.

Sec. 24-81 – Appeal of Denial or Revocation of Permit

If the City Staff denies issuance or the Mayor revokes a special event permit, the City shall send to the applicant by certified mail, return receipt requested, written notice of denial or revocation and of the right to an appeal. The applicant must appeal the decision within three (3) days to the City Council in writing. The City Council shall, at a regularly scheduled meeting or at a special called meeting, consider all the evidence in support of or against the action appealed and render a decision either sustaining or reversing the denial or revocation.

Sec. 24-82 – Operating Procedures

1. A special event shall not substantially interrupt the safe and orderly movement of traffic near the special event.
2. A special event shall not interfere with proper fire and police protection of, or ambulance service to, areas near the special event or unreasonably require the diversion of police and fire protection and ambulance service from other parts of the City.
3. The applicant shall control the level of sound emanating from the site in compliance with the Texas Penal Code and the City's noise ordinance, as amended.
4. The site of the special event shall be adequately lit, but the lighting shall not unreasonably reflect beyond the boundaries of the special event unless adjacent properties are uninhabited.
5. The applicant shall comply with the laws of the State of Texas regulating the sale and/or consumption of alcoholic beverages.
6. An applicant in receipt of an approved special event permit shall comply with all directions and conditions contained within the special event permit and with all city ordinances and other applicable laws.
7. For events held on City property, the applicant shall return the property to at least as good a condition as before the special event. The grounds and immediate surrounding property shall be cleared of refuse within twenty-four (24) hours following the special event. The applicant shall be liable for the costs of any damage to property or waste removal not performed by the applicant at the conclusion of the special event.

Sec. 24-83 – Signs

1. All signs used in connection with a special event shall be professionally executed and must comply with all applicable ordinances, rules, and regulations of the City of Venus, and be approved in writing by the Director.
2. Written permission from the City must be obtained prior to placing signs on public property. The design and content of signs placed on public property must be approved by the City. Signs placed on public property must be designed and constructed such that they do not leave adhesive residue on property when removed. Inflated signs anchored to the ground, a building or other structure are prohibited. The release of balloons of any kind is prohibited.
3. Permanent existing signs on public property may not be removed or covered.
4. Special event signs are allowed on designated light posts and perimeter fencing only with the approval of the Director. Such signs may only be hung by using the bracket provided by the City or a cable tie. Such signs may only be displayed according to the timeline approved by the Director.
5. No placard or other form of advertising may be displayed without the prior written approval of the Director. Any placard or other form of advertising erected,

maintained or displayed without such consent may be removed by the City at the applicant's expense.

6. The City shall supervise the placement of all directional or promotional signs placed on public streets. The rental cost of directional signs is the responsibility of the applicant and payment may be required in advance of the event.

Sec. 24-84 – Indemnification

An applicant for a special event permit shall execute a written agreement in a form written by the City to indemnify and hold harmless the City and its officers, council members, representatives, agents, attorneys, and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the event.

Sec. 24-85 - Offenses

A person commits an offense if the person:

1. Commences or conducts a special event without the appropriate permits, including a special event permit, or fails to comply with any requirement or condition of a special event permit as required by this article; or
2. Participates in a special event for which a special event permit has not been granted.

Sec. 24-86-Sec. 24-110 – Reserved.”

Section 3. Savings Clause. All rights and remedies of the City of Venus, Texas, are expressly saved as to any and all violations of the provisions of the Ordinance or any other ordinance which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 4. Cumulative Clause. This Ordinance shall be cumulative of all provisions of state or federal law and other ordinances of the City of Venus, Texas, 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 5. Severability Clause. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6. Repealer Clause. Any provisions of any prior ordinance of the City whether codified or uncoded, which are in conflict with any provision of the Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 7. Penalty Clause. Any person, firm, corporation or business entity violating this Chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of \$500.00, unless the violation relates to fire safety or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of \$2,000.00. Each continuing day's violation under this article shall constitute a separate offense. The penal provisions imposed under this Chapter shall not preclude the City from filing suit to enjoin the violation.

Section 8. Effective Date. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Venus, Texas, on this the 14th day of December, 2020.

James L. Burgess, Mayor

ATTEST:

Callie Green, City Secretary

APPROVED AS TO FORM:

Timothy A. Dunn, City Attorney



**City Council Agenda Item Report
December 14, 2020
Cheryl Estes, CPA, Finance Director
972-366-3348 ext 208
cestes@cityofvenus.org**

**DISCUSS AND CONSIDER APPROVAL OF RESOLUTION 37-2020-12 AUTHORIZING
CITY TO ENTER INTO A THREE-YEAR CAPITAL LEASE FOR \$239,782.80 WITH
GOVERNMENT CAPITAL CORPORATION TO FINANCE FOUR (4) 2021 CHEVROLET
TAHOES WITH METRO EMERGENCY UPFITTERS POLICE EQUIPMENT**

1. BACKGROUND/HISTORY:

The approved budget for FY 20-21 included the purchase of four (4) new police vehicles to be financed with a three-year capital lease in the amount of \$221,000. On October 12, 2020, City Council approved a budget amendment to increase the budget by \$18,800 for the purchase and related financing for a total of \$239,800 due to the fact that 2020 models were not available forcing the City to purchase 2021 models.

2. FINDINGS / CURRENT ACTIVITY:

City staff received quotes from two financial institutions to acquire the lowest financing costs possible on a capital lease to fund the purchase of the vehicles. The lowest quote was from Government Capital Corporation for three (3) annual payments of \$84,330.82 at a rate of 2.73% with first payment due one year from signing.

3. RECOMMENDATIONS

Management recommends approving Resolution 37-2020-12 authorizing the City to enter into a capital lease with Government Capital Corporation for \$239,782.80 to fund the purchase of four (4) 2021 Chevrolet Tahoes with Metro Emergency Upfitters Police Equipment.

4. ATTACHMENTS:

Resolution 37-2020-12

Lease Quote (lowest annual payments) from Government Capital Corporation

Lease Quote (lowest interest rate) from John Vance Fleet Services

RESOLUTION # 37-2020-12

A RESOLUTION REGARDING A FINANCE CONTRACT FOR THE PURPOSE OF PROCURING **"VEHICLES & EQUIPMENT"**

WHEREAS, contingent upon the approval of its Attorney, the of City of Venus (the "Issuer") desires to enter into that certain Finance Contract No. 9329, by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Vehicles & Equipment". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY CITY OF VENUS:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Vehicles & Equipment".

Section 2. That the Finance Contract by and between the City of Venus and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer will designate the Mayor, or his designee, as an authorized signer of the Finance Contract by and between the City of Venus and GCC.

Section 4. That the City will use loan proceeds for reimbursement of expenditures related to the Vehicles & Equipment.

PASSED AND APPROVED by the City Council of the City of Venus in a meeting held on the 14th day of December 2020.

ISSUER: City of Venus

Witness Signature

James Burgess, Mayor

Callie Green, City Secretary

APPROVED AS TO FORM:

Timothy Dunn, City Attorney



November 10, 2020

Mrs. Cheryl Estes
City of Venus
(972) 366-3348
cestes@cityofvenus.org

Dear Mrs. Estes,

Thank you for the opportunity to present proposed financing for City of Venus. I am submitting for your review the following proposed structure:

ISSUER:	City of Venus, Texas	
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005	
EQUIPMENT COST:	\$ 239,782.00	
TERM:	3 Annual Payments	5 Annual Payments
INTEREST RATE:	2.73%	2.77%
PAYMENT AMOUNT:	\$ 84,330.82	\$ 52,014.32
PAYMENTS BEGINNING:	One year from signing, annually thereafter	

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

Government Capital is registered with Texas Ethics Commission to be HB 1295 compliant. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates
Client Services
Main: 817-421-5400

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.

VANCE CHEVROLET

FLEET & GOVERNMENT SALES
PO BOX 400, GUTHRIE, OK 73044
405-282-3800



QUOTE

DATE	11/12/20
QUOTE NUMBER	000Q5469
EXPIRATION DATE	12/11/2020
SHIP VIA	Factory Order
TERMS	SW035

PO NUMBER

SOLD TO:

Venus Police Department

James Groom
700 W, US-67
Venus, TX 76084
(972)366-3547

SHIP TO:

Venus Police Department

James Groom
700 W, US-67
Venus, TX 76084
(972)366-3547

Any Questions? Call 405-282-3800
Cameron Colter

Qty	OPTION	Description	Unit Price	Ext. Price
4	CC15706	2021 CHEVROLET TAHOE	\$36,335.20	\$145,340.80
	2WD	2 WHEEL DRIVE		
	9C1	POLICE PURSUIT VEHICLE PACKAGE		
	L84	ENGINE: 5.3L ECOTEC V8		
	MQC	TRANSMISSION: 10 SPEED AUTOMATIC		
	XCS	TIRES, P275/55R20SL ALL SEASON PURSUIT RATED		
	PXT	WHEELS, 20" STEEL POLICE BLACK		
	7X3	SPOTLAMP, LEFT HAND		
	BTB	REMOTE VEHICLE START W/ KEYLESS ENTRY		
	IO5	AUDIO SYSTEMS 8" COLOR TOUCH SCREEN		
	5T5	SEATS: FRONT CLOTH AND SECOND ROW VINYL		
	5Y1	FRONT CENTER SEAT (20% SEAT) DELETE		
	6J7	AUX DOME LIGHT (RED/WHITE)		
	9G8	HEADLAMP AND AUTO		
	UN9	RADIO SUPPRESSION BONDS		
	GBA	EXT COLOR: BLACK		
	H1T	INT COLOR: JET BLACK CLOTH - FRONT / VINYL REAR		
4	METRO	METRO EMERGENCY UPFITTERS POLICE EQUIPMENT	\$23,610.50	\$94,442.00
	LEASE OPTION	3 YEAR - ANNUAL PAYMENT - \$1.00 BUY OUT AT END OF TERM		
		3 PAYMENTS OF \$84523.90 - FIRST PAYMENT DUE IN ONE YEAR - RATE 2.71%		
		This quote is good for 30 days. Quote is subject to credit approval. Simple interest with no prepayment penalties.		
		This quote is given for a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, if this is not a "qualified tax-exempt obligation" rate(s) will be higher.		

Accepted By: _____

Terms:

- 1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE
- 2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.
- 3) PURCHASE ORDER REQUIRED TO ORDER VEHICLE
- 4) BALANCE DUE AT DELIVERY UNLESS PREVIOUS ARRANGEMENTS HAVE BEEN MADE

SUB-TOTAL	\$239,782.80
TAG/TAXES	\$0.00
TOTAL DUE	\$239,782.80



City Council Agenda Item Report
December 14, 2020
Cheryl Estes, CPA, Finance Director
972-366-3348 ext 208
cestes@cityofvenus.org

DISCUSS AND CONSIDER APPROVAL TO USE UNASSIGNED FUND BALANCE OF THE CITY'S GENERAL FUND TO PAY OFF PROMISSORY NOTE BETWEEN THE CITY AND LONGHORN LOCKER COMPANY, LLC IN THE AMOUNT OF \$147,985.

1. BACKGROUND/HISTORY:

On March 22, 2019, the City purchased real property located at 700 W. US Hwy 67, Venus, TX (new City Hall) from Longhorn Locker Company, LLC for a total purchase price of \$1,806,534.81 funded as follows:

\$1,203,826.35	Paid with 2018 CO bond proceeds
342,158.46	Net proceeds from sale of 105 E Hwy 67 (old City Hall)
232,200.00	Promissory note between buyer and seller
28,350.00	Change order paid from General Fund
<u>\$1,806,534.81</u>	Total purchase price

The promissory note bears an annual interest rate of six and one-half percent (6.5%) with installments due and payable on January 1st of each year. Late payments accrue interest at an annual rate equal to eighteen percent (18%) annually.

The first installment of \$51,053.96 was paid in January 2020. The second installment of \$55,875.34 is due on January 1, 2021 and is included in the FY 20-21 General Fund budget. After paying the second installment, the remaining principal balance will be \$147,984.48.

2. FINDINGS / CURRENT ACTIVITY:

As of October 31, 2020, the City has \$746,049 in unassigned fund balance in the City's General Fund. If the City uses unassigned fund balance to pay the note in full this coming January, the City will save at \$19,642 in interest.

3. RECOMMENDATIONS

City management recommends paying the promissory note in full on January 1, 2021 using \$147,985 of unassigned fund balance of the City's General Fund.

4. ATTACHMENTS:

Promissory note between City and Longhorn Locker Company, LLC

LONGHORN LOCKER AMORTIZATION SCHEDULE

3/22/2019 Purchase Date

			6.5%	
				232,200.00
1/1/2020	51,053.96	40,782.33	10,271.63	191,417.67
1/1/2021	55,875.34	43,433.19	12,442.15	147,984.48
1/1/2022	55,875.34	46,256.35	9,618.99	101,728.13
1/1/2023	55,875.34	49,263.01	6,612.33	52,465.12
1/1/2024	55,875.35	52,465.12	3,410.23	0.00
		<u>232,200.00</u>	<u>42,355.33</u>	

"I certify this document to be
a true and correct copy of
the original"

PROMISSORY NOTE

\$ 232,200.00

March 22, 2019

700 W. Hwy 67, Venus, Johnson County, Texas

FOR VALUE RECEIVED, the undersigned, City of Venus ("Maker"), having an address at P.O. Box 380, Venus, Texas, 76084, promises to pay to the order of Longhorn Locker Company, LLC, and any successors and assigns ("Payee"), at P.O. Box 375, Venus, Texas, 76084, the principal amount of Two Hundred Thirty-Two Thousand Two Hundred Dollars and 00/100 (\$232,200.00), together with an annual interest rate of Six and One-half percent (6.5%), in strict accordance with these terms and provisions.

Five annual payments are payable the 1st day of January of each year. The first payment of \$51,053.96 is due January 1, 2020; payment of \$55,875.34 is due January 1, 2021, January 1, 2022 and January 1, 2023; the final payment of \$55,875.35 is due January 1, 2024, at which time all outstanding principal and interest is due and payable.

Maker may from time to time prepay all or any portion of the principal under this Note without premium or penalty. All payments and prepayments of principal or interest must be made in U.S. currency in immediately available funds at the address of Payee indicated above or at a place the holder of this Note designates in writing to Maker. Payments by check or draft do not constitute payment in immediately available funds until the required amount is actually received by Payee in full. If any payment of principal or interest under this Note becomes due on a day that is not a Business Day (defined below), the payment must be made on the next Business Day, and this extension of time must be included in computing interest in connection with the payment. The term "Business Day" means any day other than a Saturday, Sunday, or any other day on which banks are closed.

All payments of the indebtedness evidenced by this Note will be applied in the following order of priority: (a) to the payment or reimbursement of any expenses, costs, or obligations (other than the outstanding principal balance of and interest under this Note) for which Maker is obligated or to which Payee is entitled under this Note or any other Loan Document (defined below), (b) to any accrued but unpaid interest then due and payable, and (c) to the principal amount then due and payable. If an Event of Default (defined below) exists under this Note or under any other Loan Document, Payee may, at Payee's sole discretion, apply any payments, at any time and from time to time, to any of the items specified in clauses (a), (b), or (c) above without regard to the order of priority specified above, and any application to the outstanding principal balance under this Note may be made in either direct or inverse order of maturity. The term "Loan Document" means this Note, any mortgage or deed of trust, any loan agreement, any assignment of rents, any guaranty, and any other agreements, documents, and instruments now or later governing, securing, or guaranteeing any portion of the indebtedness evidenced by this Note or executed in connection with the loan evidenced by this Note, together with any and all renewals, modifications, amendments, restatements, consolidations, substitutions, replacements, extensions, and supplements.

All past-due installments of more than ten (10) days past the scheduled due date will bear interest at an annual rate ("Default Interest Rate") equal to eighteen percent (18%). During the existence of an Event of Default (defined below), the entire unpaid balance of principal will, at the option of the holder of this Note, bear interest at the Default Interest Rate. Despite

the foregoing, if at any time the interest rate that this Note bears exceeds the Highest Lawful Interest Rate (defined below), the rate of interest that this Note bears will be limited to the Highest Lawful Interest Rate. The term "Highest Lawful Interest Rate" means the greater of (a) the maximum rate of interest permitted at the time under any federal law applicable to the indebtedness evidenced by this Note or (b) the "weekly ceiling" in effect at the time as that term is defined in Texas Finance Code Chapter 303, as amended ("Act"), and that would be applicable to the indebtedness evidenced by this Note under the Act. The parties acknowledge that the date of this Note is the date on which the indebtedness evidenced by this Note has been contracted for.

The occurrence of any one of the following is a default under this Note ("Event of Default"):

1. Makers' failure to pay any installment of principal or interest on this Note or on any other indebtedness of Maker to Payee when due.

2. Makers' failure to fully and timely perform, observe, or keep all covenants, agreements, and conditions contained in this Note or in any other Loan Document.

3. Maker: (a) makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay their debts as they become due, (b) generally is not paying its debts as they become due, (c) has a receiver, trustee, or custodian appointed for, or take possession of, all or substantially all of its assets, in a proceeding brought either by or against it, and the appointment is not discharged or possession is not terminated within twenty (20) days after the effective date of the consents to or acquiesces in the appointment or possession, (d) files a petition for relief under the Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy, or similar laws (collectively called "Applicable Bankruptcy Law"), or an involuntary petition for relief is filed against it under any Applicable Bankruptcy Law and the involuntary petition is not dismissed within thirty (30) days after it is filed, or an order for relief naming Maker is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization, or other relief of debtors now or later existing is requested or consented to by Maker, (e) fails to have discharged within a period of twenty (20) days any attachment, sequestration, or similar writ levied on any of its property, or (f) fail to pay within twenty (20) days any final money judgment against it.

Following an Event of Default, the holder of this Note may, at its option, without further notice or demand, (a) declare the outstanding principal balance of and the accrued but unpaid interest under this Note at once due and payable, (b) foreclose any liens securing payment under this Note, (c) pursue any and all other rights, remedies, and recourses available to it under this Note or under any other Loan Document, including but not limited to any such rights, remedies, or recourses available at law or in equity, or (d) pursue any combination of the foregoing.

The failure to exercise the option to accelerate the maturity of the indebtedness evidenced by this Note or any other right, remedy, or recourse available to the holder of this Note on the occurrence of an Event of Default does not constitute a waiver of the holder's right to exercise the same at that time or at any later time with respect to that Event of Default or any other Event of Default. The rights, remedies, and recourses of the holder as provided in this Note and available under applicable law or in equity are cumulative and concurrent and may be

pursued separately, successively, or together as often as necessary, at the sole discretion of the holder. The acceptance by the holder of any payment under this Note that is less than the payment in full of all amounts due and payable at the time of the payment will not (a) constitute a waiver of or impair, reduce, release, or extinguish any right, remedy, or recourse of the holder, or nullify any prior exercise of any right, remedy, or recourse, or (b) impair, reduce, release, or extinguish the obligations of any party liable under this Note or any other document executed in connection with this Note as originally provided in these documents.

Except as otherwise set forth in this Note, Maker waives demand, presentment for payment, notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate, notice of acceleration, and all other notice of any kind, filing of suit and diligence in collecting on this Note or enforcing any of the security for this Note, and consents to all extensions that from time to time may be granted by the holder of this Note and to all partial payments on this Note, whether before or after maturity.

If this Note is not paid when due, whether at maturity or by acceleration or otherwise, or if this Note is placed in the hands of an attorney for collection, or is collected in whole or in part by suit or through probate, bankruptcy, or other legal proceedings of any kind, Maker agrees to pay, in addition to all other amounts payable under this Note, all costs and expenses of collection, including but not limited to attorney fees.

Despite any contrary provisions in this Note, or in any other document executed in connection with this Note, or in any other agreement or commitment, whether written or oral, expressed or implied, the holder of this Note cannot charge or be entitled to receive or collect as interest an amount greater than the maximum permitted by applicable law to be charged to the person, partnership, firm, or corporation primarily obligated to pay this Note. If any construction of this Note, or any and all other papers, agreements, or commitments, indicates a different right given to the holder to ask for, demand, or receive any larger amount as interest, it is a mistake in calculation or wording, which this clause will override and control; it being the intention of the parties that this Note and all other instruments executed in connection with this Note will comply with applicable law, and that proper adjustment will automatically be made accordingly. If the holder ever receives, collects, or applies as interest any amount in excess of the maximum permitted by applicable law, the excess amount will be applied to the reduction of the unpaid principal balance of this Note, in the inverse order of maturity, and not to interest, and if this Note is paid in full, any remaining excess will be refunded to Maker. In determining whether the interest paid or payable, under any specific contingency, exceeds the maximum permitted by applicable law, Maker and the holder will, to the maximum extent permitted under applicable law, (a) characterize any nonprincipal payment as an expense, fee, or premium rather than as interest, (b) exclude voluntary prepayments and their effects, and (c) amortize, prorate, allocate, and spread the total amount of interest throughout the entire term of this Note (including any renewals or extensions) so that the interest rate is uniform throughout the entire term of this Note and does not exceed the maximum permitted by applicable law. The provisions of this paragraph control all existing and future agreements between Maker and the holder.

This Note is executed and delivered in the State of Texas and intended to be performed in Ellis County, Texas, and except to the extent that the laws of the United States may preempt or govern the terms of this Note, this Note will be governed by and construed in accordance

with the laws of the State of Texas. Maker irrevocably agree that if there is any dispute involving this Note or any other instruments executed in connection with this Note, venue for the dispute will be proper in any court of competent jurisdiction in Ellis County, Texas.

This Note and all the covenants, promises, and agreements contained in it are binding on and inure to the benefit of the respective heirs, devisees, legal and personal representatives, successors, and assigns of the holder of this Note and the Maker.

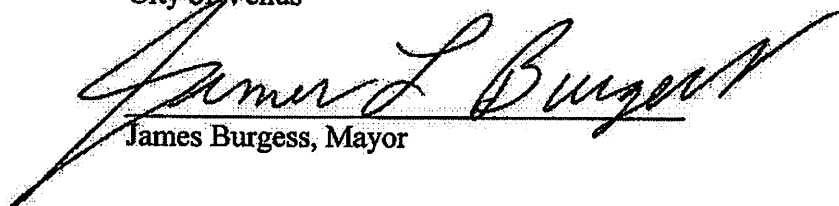
All notices, requests, consents, demands, and other communications that are required or that any party wants to give under this Note or under any other Loan Document must be in writing and, unless otherwise specifically provided in the other Loan Document, will be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized courier with proof of delivery, by prepaid registered or certified U.S. mail, addressed to the party to whom directed at the address specified in the first paragraph of this Note (unless changed by similar notice in writing given by the particular party whose address is to be changed) or by fax. Any notice or communication will be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided in this Note, or, in the case of fax, on receipt. Despite the foregoing, no notice of change of address will be effective except on receipt, and service of a notice required by Texas Property Code Section 51.002, as amended, will be considered complete when the requirements of that statute are met. This paragraph must not be construed in any way to affect or impair any waiver of notice or demand provided in any Loan Document or to require giving of notice or demand to or on any person in any situation or for any reason.

THIS NOTE AND THE OTHER DOCUMENTS EXECUTED IN CONNECTION WITH IT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED as of March 22, 2019.

MAKER:

City of Venus


James Burgess, Mayor



RESOLUTION NO. 38-2020-12

A RESOLUTION OF THE CITY OF VENUS, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE BRAHMAN RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING PROPOSED ASSESSMENT ROLLS; NOTICING A PUBLIC HEARING FOR *JANUARY 11, 2021* TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE BRAHMAN RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “Act”) authorizes the governing body (the “City Council”) of the City of Venus, Texas (the “City”) to create a public improvement district within the City; and

WHEREAS, on May 11, 2020, the City Council conducted a public hearing to consider a petition received by the City on April 10, 2020 titled “Petition Requesting the Establishment of Brahman Ranch Public Improvement District No. 1” requesting the creation of a public improvement district; and

WHEREAS, on May 11, 2020, the City Council passed and approved Resolution No. 11-2020-05 (the “Authorization Resolution”), authorizing, establishing and creating the Brahman Ranch Public Improvement District No. 1 (the “District”); and

WHEREAS, the estimated costs of the public improvements to be assessed against the property in the District are \$31,000,000 (the “Authorized Improvements”), in addition to

costs of establishing, administering and operating the District to be assessed against the property in the District; and

WHEREAS, the City Council and the City staff have been presented a “City of Venus Brahman Ranch Public Improvement District No. 1 Preliminary Service and Assessment Plan”, including the proposed assessment rolls attached thereto (the “Proposed Assessment Rolls”), dated December 14, 2020 (collectively, the “Preliminary SAP”), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District for the initial phase of development and the Proposed Assessment Rolls state the assessments proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that the Proposed Assessment Rolls be filed with the City Secretary of the City (the “City Secretary”) and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the “Assessment Hearing”) be called to consider proposed assessments and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. THAT the recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. THAT the City Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Rolls, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. THAT the City Council hereby determines that the total costs of the Authorized Improvements to be financed by the District are as set forth in the Preliminary SAP, which costs do include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

SECTION 4. THAT the City Council's final determination and approval of the costs of the Authorized Improvements, or any portion thereof, shall be subject to and contingent upon City Council approval of a final Service and Assessment Plan which will include final Assessment Rolls, after the properly noticed and held Assessment Hearing.

SECTION 5. THAT the Proposed Assessment Rolls state the assessment proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. THAT the City Council expressly defers the levy of assessments against other property within the District that will benefit only the property within each subsequent parcel until such time as the costs of such phase-specific improvements can be determined with certainty as referenced in the Preliminary SAP.

SECTION 7. THAT the City Council hereby authorizes and directs the filing of the Proposed Assessment Rolls with the City Secretary and the same shall be available for public inspection.

SECTION 8. THAT the City Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on *January 11, 2021 at 7:00 p.m. at Venus Civic Center located at 210 S. Walnut St, Venus, Texas*, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property within the District (which ordinance shall specify the method of payment of the assessments).

SECTION 9. THAT the City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on *January 11, 2021*, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of general circulation in the City, on or before January 1, 2021, which is before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

SECTION 10. THAT when the Proposed Assessment Rolls are filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on *January 11, 2021*, on or before January 1, 2021, as required by Section 372.016(c) of the Act.

SECTION 11. THAT City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the *January 11, 2021* regular meeting of the City Council.

SECTION 12. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

**PASSED AND APPROVED BY THE VENUS CITY COUNCIL ON THIS THE 14TH DAY OF
DECEMBER, 2020.**

JAMES L. BURGESS
Mayor

ATTEST:

CALLIE GREEN
City Secretary

EXHIBIT A

PRELIMINARY SERVICE AND ASSESSMENT PLAN

EXHIBIT B
CITY OF VENUS, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Venus, Texas on *January 11, 2021 at 7:00 p.m. at Venus Civic Center located at 210 S. Walnut St, Venus, Texas*. The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Brahman Ranch Public Improvement District No. 1 (the “District”) pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the “Act”).

The general nature of the proposed public improvements (collectively, the “Authorized Improvements”) may include, but are not limited to, the following: (a) (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (4) construction or improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of off-street parking facilities; (7) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (8) the establishment or improvement of parks; (9) projects similar to those listed in (1)-(8); (10) acquisition, by purchase or otherwise, of real property or contract rights in connection with an authorized improvement except that costs related to the acquisition of land, within the Property, for the construction of improvements will be not be considered an Authorized Improvement; (11) special supplemental and maintenance services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, roadways, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (b) the payment of expenses incurred in the establishment, administration, maintenance and operation of the District, including costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the City or District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

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

The boundaries of the District include approximately 678 acres of land in Ellis County located at the northwest corner of the intersection of Farm-to-Market Road 157 and Marion Road, and as more particularly described by a metes and bounds description available at Venus City Hall located 700 W. HWY 67, Venus, Texas and available for public inspection.

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

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