



City Council

Monday, August 24, 2026 - 5:30 PM

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

AGENDA

1. WORK SESSION:

- 1.1. Call to order.
- 1.2. Discuss and review the proposed budget and tax rate.
- 1.3. Discussion regarding regular session agenda items.
- 1.4. Adjourn.

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

3. Announcements from Mayor:

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

4. Citizen Public Comment Period:

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

5. Consent Agenda:

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

- 5.1. Approval of meeting minutes for regular meeting on August 10, 2026.
- 5.2. Approval of an Ordinance amending Chapter 6 "Animal" Section 6-3 "Rabies Control" by designating the City's Animal Control Officer as the local rabies authority.
- 5.3. Approval of Ordinance amending the Code of Ordinances by repealing in its entirety Chapter 36, "Boards, Commissions and Committees", Article III, "Specific Provisions", Section 36-52, "Planning and Zoning Commission".

6. Presentation and Proclamations:

7. Public Hearings and Action Items:

8. Discussion and Consideration Items:

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

- 8.1. Discuss and consider setting a Public Hearing on September 21, 2026 for the Fiscal Year 2026-2027 Proposed Budget.
- 8.2. Discuss and consider setting the Property Tax Rate for Fiscal Year 2026-2027 and scheduling a Public Hearing on September 21, 2026.
- 8.3. Discuss and consider entering into an Interlocal Cooperation Agreement with Johnson County for Dispatching Services for Budget Year 2026-2027. (Chief McGinty)

9. Executive Session:

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

- 9.1. Discussion regarding the employment, evaluation, reassignment, duties, discipline, resignation, or dismissal of a city officer or employee, unless such officer or employee requests a public hearing to wit: City Administrator.
- 9.2. Receive legal advice regarding the Venus Community Service Development Corporation, including, but not limited to: its Bylaws, its Articles of Incorporation, its budget and amount of sales and use tax authorized.
- 9.3. Any action to be taken from Executive Session.

10. Adjournment:

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

This is to certify that a copy of this Notice of Meeting was posted on the bulletin board at City Hall, 700 W. Hwy 67 Venus, Texas and at a place readily accessible to the public at all times and to the City's website www.cityofvenus.org, on Monday, August 17, 2026, on or before 5:30 pm.

Callie Driggars, TRMC
City Secretary

For more information or a copy of the Open Meetings Act, please contact the Attorney General of Texas at 1-800-252-8011. This building is wheelchair accessible. Any requests for Interpretive Services must be made 48 hours in advance of the scheduled meeting. To make arrangements, please call 972-366-3348.

Removed:_____

Time:_____

CITY COUNCIL

MEETING MINUTES

City Council Work Session at 5:30pm followed by Regular Council Meeting at 7:00pm.
AUGUST 10, 2026

1. WORK SESSION:

1.1. Call to order.

Mayor Galaviz called the work session to order at 5:30pm.

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

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

1.4. Discussion regarding any regular agenda items.

1.5. Discuss the Water/Sewer Rate Study.

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

1.7. Adjourn.

Mayor Galaviz adjourned the meeting at 7:12 pm.

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

Mayor Galaviz called the meeting to order at 05:30 PM, City Attorney Halla gave the Invocation, and all led the Pledge of Allegiance and Pledge to the Texas Flag. Councilmembers present: Alejandro Galaviz, Tony Bovinich, Michelle Hamm, Alicia Rosales, and Raymond Jackman.

Councilmember absent: Teresa Hoffman.

Staff present: James Hawthorne, City Attorney, Callie Driggars, Melissa Westen, Chief McGinty, Chief Hargrove, Becky Wilkins, Scott Williams, Oscar Ortiz, and Ron Hearn.

3. Announcements from Mayor:

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

4. Citizen Public Comment Period:

Anyone wishing to speak on an item not listed on the agenda may do so during this section. Please turn in a speaker card to the City Secretary. Each speaker has five minutes. By law, the Council cannot deliberate or take action on non-agenda

items. The Council may listen, ask brief clarifying questions, provide factual responses, or explain existing policy.

No public speakers.

5. Consent Agenda:

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

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

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

Moved by: Raymond Jackman

Seconded by: Alicia Rosales

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

6. Presentation and Proclamations:

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

The Chamber of Commerce and City of Venus presented a certificate of appreciation to Whatapotty.

7. Public Hearings and Action Items:

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

Open Public Hearing: At 7:39pm.

No speakers.

Close Public Hearing: At 7:52pm

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

I make a motion to approve Ordinance annexing 155.111 acres out of the Radford Berry Survey, Abstract 26, Johnson County, Texas.

Moved by: Michelle Hamm

Seconded by: Tony Bovinich

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

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

I make a motion to approve 7.3 as presented.

Moved by: Alicia Rosales

Seconded by: Michelle Hamm

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

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

Open Public Hearing: At 7:58pm.

No speakers,

Close Public Hearing: At 7:59pm.

- 7.5. Discuss and consider an Ordinance authorizing initial zoning to AG (Agricultural) District located at 202 E Highway 67, Venus, Texas 76084.

I make a motion to approve 7.5 as stated.

Moved by: Alicia Rosales

Seconded by: Raymond Jackman

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

8. Discussion and Consideration Items:

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

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

No action taken.

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

commission or committee. (Mayor)

I make a motion to approve Ordinance amending Chapter 36

Moved by: Tony Bovinich

Seconded by: Michelle Hamm

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

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

I make a motion to abolish the Planning and Zoning Commission for now.

Moved by: Michelle Hamm

Seconded by: Raymond Jackman

For: Michelle Hamm, Raymond Jackman, and Tony Bovinich.

Against: Alicia Rosales.

Motion carried Yes 3, No 1, Abstained 0.

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

No action taken.

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

I make a motion to appoint Michelle Crane.

Moved by: Michelle Hamm

Seconded by: Tony Bovinich

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

- 8.6. Discuss and consider an appointment to Place 3 on the Venus Community Service Development Corporation. (Councilmember Rosales)
Motion failed or lack of second.

Mayor Galviz recessed the meeting at 8:20pm for 10 minutes.

Mayor Galaviz reconvened at 8:30pm.

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

No action taken.

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

No action taken.

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

I make a motion to enter into an Interlocal Cooperation Agreement with Johnson County for housing of Class C misdemeanor prisoners.

Moved by: Michelle Hamm

Seconded by: Raymond Jackman

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

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

I make a motion to approve the amendment to the communications system agreement with Johnson county.

Moved by: Michelle Hamm

Seconded by: Tony Bovinich

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

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

I make a motion to approve the Resolution as stated.

Moved by: Michelle Hamm

Seconded by: Raymond Jackman

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

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

I make a motion to approve Ordinance authorizing the issuance and sale of the City of Venus, Texas combination tax and revenue certificates of obligation, series 2026 to issue up to \$16,750,000 to fund water and sewer system improvement projects.

Moved by: Raymond Jackman

Seconded by: Michelle Hamm

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

- 8.13. Discuss and consider an Ordinance Authorizing the Issuance and Sale of Up to \$7,000,000 of City of Venus, Texas General Obligation Refunding Bonds,

Taxable Series 2026; Levying an Annual Ad Valorem Tax and Providing for the Security for and Payment of Said Bonds; Providing an Effective Date; and Enacting Other Provisions Relating to the Subject. (Wilkins)

I make a motion to approve an Ordinance authorizing the issuance and sale of up to \$7,000,000 of City of Venus, Texas general obligation refunding bonds, taxable series 2026; levying an annual Ad Valorem tax and providing for the security for and payment of said bonds; providing an effective date; and enacting other provisions relating to the subject.

Moved by: Tony Bovinich

Seconded by: Michelle Hamm

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

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

I make a motion to authorize the Fire Chief to sell Tanker 72 in an amount not lower than \$235,000.

Moved by: Alicia Rosales

Seconded by: Tony Bovinich

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

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

I make a motion to approve water and sewer rates using scenario #2.

Moved by: Michelle Hamm

Seconded by: Tony Bovinich

For: Michelle Hamm, Tony Bovinich and Raymond Jackman.

Against: Alicia Rosales.

Motion carried Yes 3, No 1, Abstained 0.

9. Executive Session:

IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, SECTION 551.001, ET SEQ. THE CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION (CLOSED MEETING) TO DISCUSS THE FOLLOWING: Section 551.071- Consultation with Attorney and Section 551.074- Personnel Matters. Mayor adjourned into Executive Session at 8:53pm and reconvened into Open Session at 10:07pm.

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

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

9.3. Any action to be taken from Executive Session

I make a motion to authorize the Finance Director to pay AUC for the lease of a package plant an amount not to exceed \$88,500.

Moved by: Michelle Hamm

Seconded by: Raymond Jackman

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

10. Adjournment:

Mayor Galaviz adjourned the meeting at 10:08 PM.

Mayor

City Secretary

ORDINANCE NO. _____

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, AMENDING THE CODE OF ORDINANCES, BY AMENDING CHAPTER 6 “ANIMALS”, SECTION 6-3 “RABIES CONTROL”, BY DESIGNATING THE CITY’S ANIMAL CONTROL OFFICER AS THE LOCAL RABIES AUTHORITY PURSUANT TO SECTION 826.017 OF THE TEXAS HEALTH AND SAFETY CODE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

SECTION 1. Chapter 6, “Animals”, Section 6-3 “Rabies Control”, is hereby amended and shall read as follows:

“...

Chapter 6. Animals

...

Sec. 6-3. Rabies Control

The city hereby adopts the V.T.C.A. Health and Safety Code, Title 10, Health and Safety of Animals, Chapter 826. “Rabies”, known as the Rabies Control Act of 1981 and as hereafter amended and as authorized by V.T.C.A. Health and Safety Code § 826.013 as it relates to standards for rabies control. The City, pursuant to Chapter 826 *et seq.*, further designates as its Local Rabies Control Authority the City’s Animal Control Officer. The city also hereby adopts the V.T.C.A. Administrative Code, Title 25, Health Services, Part 1, Department of State Health Services, Chapter 169, Zoonosis Control, Subchapter A, Rabies Control and Eradication and as hereafter amended

...”

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

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

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

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

PASSED AND APPROVED this 24th day of August 2026.

APPROVED:

By: _____
Alejandro Galaviz, Mayor

ATTEST:

By: _____
Callie Driggars, City Secretary

ITEM REPORT

To: City Council
From:
Subject: Approval of Ordinance amending the Code of Ordinances by repealing in its entirety Chapter 36, "Boards, Commissions and Committees", Article III, "Specific Provisions", Section 36-52, "Planning and Zoning Commission".
Department/Office: Administration

Summary:

Recommended Action:

Budget:

Attachments:

1. VENUS ordinance repeal PNZ

ORDINANCE NO. _____

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, AMENDING THE CODE OF ORDINANCES, BY REPEALING IN ITS ENTIRETY CHAPTER 36, “BOARDS, COMMISSIONS AND COMMITTEES”, ARTICLE III, “SPECIFIC PROVISIONS”, SECTION 36-52, “PLANNING AND ZONING COMMISSION”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. Chapter 36, “Boards, Commissions and Committees”, Article III, “Specific Provisions”, Section 36-52 “Planning and Zoning Commission”, is hereby amended repealed in its entirety.

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

SECTION 3. That this ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provide.

SECTION 4. All recitals contained in this Ordinance are fully incorporated herein as if fully written.

PASSED AND APPROVED this 24th day of August 2026.

APPROVED:

By: _____
Alejandro Galaviz, Mayor

ATTEST:

By: _____
Callie Driggars, City Secretary

ITEM REPORT

To: City Council
From:
Subject: Discuss and consider setting a Public Hearing on September 21, 2026 for the Fiscal Year 2026-2027 Proposed Budget.
Department/Office: Finance

Summary:
Discuss and consider scheduling a Public Hearing

Recommended Action:

Budget:

Attachments:
None

ITEM REPORT

To: City Council
From: Becky Wilkins, Finance Director
Subject: Discuss and consider setting the Property Tax Rate for Fiscal Year 2026-2027 and scheduling a Public Hearing on September 21, 2026.
Department/Office: Finance

Summary:

Discuss and consider selecting Property Tax Rate for fiscal year.

Recommended Action:

Consider adopting De minimis tax rate and schedule a public hearing for 09/21/2026.

Budget:

The De minimis rate is the only tax rate option that provides an increase in net taxes to the City of Venus.

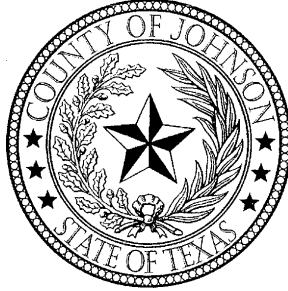
Attachments:

1. property tax comparison for 2026 2027

Prior Year 2025-26		Certified 2026-27
\$710,379,127.00	Taxable Value	\$724,005,952.00
	Less TIRZ	(\$43,483,418.00)
(\$45,760,007.00)	Less Ceilings, Frozen, Etc.	(\$65,604,549.00)
\$664,619,120.00	Adjusted Taxable Value	\$614,917,985.00
	No New Revenue Rate	0.785967
	Voter Approval Rate	0.810644
	De minimis Rate	0.866732

	2025-2026		2026-2027
TAXABLE VALUE	\$664,619,120	\$	614,917,985
	\$0.626531	No New Revenue	\$ 4,833,052
	\$0.139954	Voter Approval Rate	\$ 4,984,796
	\$0.766485	De Minimis Rate	\$ 5,329,691
	\$4,164,045		
	\$930,161		
	\$5,094,206		
		No New Revenue Net	\$ (261,153)
		Voter Approval Net	\$ (109,410)
		De Minimis Net	\$ 235,485





STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR DISPATCHING SERVICES FOR BUDGET YEAR 2026-2027**

This Interlocal Cooperation Agreement For Dispatching Services (hereinafter "Agreement") is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County, and Venus Police Department, (hereinafter "Entity") being either a municipal corporation or an independent school district, operating pursuant to the laws of the State of Texas and located in Johnson County, Texas.

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

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

WHEREAS, County and Entity mutually desire to enter into an agreement for County to the dispatch calls for the Entity's Police Department or Marshal's Office.

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

ARTICLE I – SCOPE OF SERVICES

A. Definitions:

1. *Radio*- Any device capable of two-way communication by use of radio waves.
2. *Teletype* – Any electro-mechanical device using telephone lines connected to Area State and National Crime Information Facilities and other Law Enforcement Agencies capable of two-way communication through exchange of written messages.

3. *Radio Log* – Record of Radio Communication between base station and mobile units as required by federal Communications Commission.
 4. *Radio License* – A license or permit issued by the Federal Communications commission for the operation of a two-way radio capable of both receiving and transmitting.
 5. *Wrecker Call List* – A master list in alphabetical order of all wrecker companies which are authorized to be included on such list under the ordinances of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF’S OFFICE.
- B. Services to be performed by JOHNSON COUNTY SHERIFF’S OFFICE:
1. JOHNSON COUNTY SHERIFF’S OFFICE will provide Police/EMS Dispatching Services to include answering of telephone complaints received over Entity’s Police Department/EMS Department Number.
 2. JOHNSON COUNTY SHERIFF’S OFFICE will record all complaints on Telephone Complaints Record and maintain same in normal system commingled with JOHNSON COUNTY SHERIFF’S OFFICE Telephone complaints.
 3. JOHNSON COUNTY SHERIFF’S OFFICE will upon receipt of a telephone complaint notify, according to the information and belief of the JOHNSON COUNTY SHERIFF’S OFFICE, the proper Police Department Unit of Entity of complaint citing such information as may be required, if known, using one of the radio talk groups specified below in Article 1 C 2.
 4. JOHNSON COUNTY SHERIFF’S OFFICE will receive and record radio transmissions from Entity’s Police Department units using one of such talk groups as may be required in the conduct of normal operation, i.e.: logging units in and out of service, transmitting complaints and other messages relative to law enforcement activities, but not necessarily other Police Department business or personal calls.
 5. JOHNSON COUNTY SHERIFF’S OFFICE will provide and make available its teletype service to the Entity’s Police Department units as may be required; provided however, JOHNSON COUNTY SHERIFF’S OFFICE will use the Entity’s Police Department Number CDC or TX numbers on all messages for Entity’s Police Department.
 6. JOHNSON COUNTY SHERIFF’S OFFICE will maintain wrecker call lists and shall dispatch wreckers thereon at the request of Entity’s Police Department units. The Entity’s Police Departments shall not be responsible or have any liability for the designation of wrecker units dispatched to the scene of any accident nor be held liable for the response or lack thereof of any ambulance and/or wrecker dispatched to such scene.
 7. JOHNSON COUNTY SHERIFF’S OFFICE will make available to the Entity’s Police Department all records pertaining to dispatching and communications during reasonable hours and at reasonable times. Records shall be maintained at the JOHNSON COUNTY SHERIFF’S OFFICE and copies made for Entity if necessary.

C. Scope of Service:

1. Each Entity may “forward” its main police department telephone number to the Johnson County Sheriff’s Office Dispatch center after 5:00 p.m. on weekdays and terminate the “forward” before 8:00 a.m. on the following work day. The Entity’s main police department telephone number may also be “forwarded” on weekends and holidays that are officially recognized by the Entity. The telephone number “forwarded” must be one used by the Entity’s police department and should not be a telephone number used by the Entity for other business or functions. “Forwarding” of a telephone number will be allowed under certain emergency situations without regard to the day or time, such as a major weather event or other major incidents requiring all of Entity’s police department personnel to respond. The request for the emergency “forward” must be made to the Sheriff or a Chief Deputy. Lunch breaks, training, and/or limited manpower do not constitute an emergency.
2. Radio Licenses have been issued by the FCC for all mobile and base transmitters and receivers owned and utilized by the Entity’s Police Department and such licenses will be maintained in good standing. The Entity’s Police Department is authorized to use the 700 megahertz talk groups for its Police Department.
3. The Entity or its Police Department shall be responsible for any and all license, annual maintenance fees and required updates needed to support their compatibility with JOHNSON COUNTY SHERIFF’S OFFICE radio system.

ARTICLE II – PAYMENTS

- A. Amount of Payment by Entity. Entity shall pay to County the dispatch fees for dispatch services as set forth on Exhibit “A,” which is attached hereto and made a part of this Agreement as though set forth verbatim herein. Invoicing by County will be sent to Entity at the beginning of County’s fiscal year which is October 1 and Entity agrees to pay the invoice amount within thirty (30) days of receipt of said invoice. The Parties understand and agree that prior to October 1 of each year, the County will re-calculate the amount of the dispatch fees to be paid by Entity for the next budget year and the proposed dispatch fees will be attached as an exhibit to the Agreement for the next budget year.
- B. Place of Payment. Entity shall make payment to County and payment shall be in the name of Johnson County, Texas, and shall be remitted to:
Kathy Blackwell (or her successor)
Johnson County Treasurer
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

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

ARTICLE III – COMPLAINTS AND/OR LEVEL OF SERVICE; AMENDMENTS

- A. Any complaints regarding the level of service provided by JOHNSON COUNTY SHERIFF’S OFFICE to the Entity or its Police Department shall be directed to the Sheriff and any complaint regarding Entity or its Police Department shall be referred to its Chief who, in either case, shall take appropriate action as necessary. However, in the event a conflict or complaint arises that the Chief or the Sheriff are not able to resolve, then the complaints and/or questions of service or other matters shall be referred to the Entity’s Council or Board and the Johnson County Commissioners Court to seek a resolution. This provision does not limit the statutory and constitutional rights of the parties to seek the relief to which either party might be entitled by law or equity.
- B. This Agreement shall be amended only through written agreement duly authorized by the Johnson County Commissioners Court and such Entity’s Council or Board that are parties to this Agreement.

ARTICLE IV – INDEMNIFICATION

The Entity and its Police Department, subject to the Texas Constitution and the Texas Tort Claims Act, agrees to hold harmless, save and indemnify JOHNSON COUNTY, the JOHNSON COUNTY SHERIFF, and his dispatchers and all other officials, officers and employees of JOHNSON COUNTY for any and all claims, causes of actions and judgments for damages, personal injuries, deaths, false arrests, false imprisonments, abuses or failures to act or attorney’s fees incurred in defense of the foregoing on the part of any officer, employee or volunteer of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF or of Entity or its Police Department for any court costs, or attorney’s fees, claims or judgments or other expenses arising from JOHNSON COUNTY or JOHNSON COUNTY SHERIFF performing the acts and functions described in or associated with this Agreement.

ARTICLE V – FORCE MAJEURE

- A. If by reason of force majeure either party hereto shall be rendered unable wholly or in part, to carry out the obligations under this Agreement, then such party shall give notice and full details of such force majeure in writing to the other party. The duties of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability claimed, as herein after provided, but not a longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- B. The term “force majeure” as employed herein shall mean acts of God, strikes, lockouts, other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States, or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.
- C. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having difficulty, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or acceding to the demands of the opposing party or parties which such settlement is unfavorable to it in the judgment of the party having the difficulty.
- D. It is specifically expected and provided, however, that in no event shall any force majeure relieve the Entity or its Police Department from its indemnity obligations under Article IV.

ARTICLE VI – TERM

- A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2027. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
- B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity’s duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY’S performance or failure to perform pursuant to this Agreement.

ARTICLE VII – VESTED RIGHTS

The Entity or its Police Department shall not accrue any vested rights to any facilities, equipment or real or personal property of JOHNSON COUNTY or the JOHNSON COUNTY SHERIFF’S OFFICE.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- A. Amendments. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the Entity’s Council or Board.

- B. Prior Agreements. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- C. Choice of Law and Venue. The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.
- D. Approvals. The Entity's Council or Board and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- E. Funding Source. In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of Entity. The signature of the Entity's representative below certifies that there are sufficient funds from the current revenues available to the Entity to meet its obligations under this Agreement.
- F. Heading. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- G. Binding Nature of Agreement. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- H. Severability. In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- I. Authority. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

For the faithful performance of the terms of this Agreement, the parties hereto in their capacities as stated, execute this Agreement, affix their signatures and bind themselves.

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

JOHNSON COUNTY

Christopher Boedeker
County Judge

Date

Adam King
County Sheriff

Date

Attest:

April Long
County Clerk

Date

ENTITY

Signature

Date

Printed Name

Title

Chief of Police

Date

Attest:

Signature

Date

Printed Name

Title

EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2026

Total Personal Cost for Dispatch 08-01-25 - 06-30-26

\$1,988,299.17

25% of total personnel cost:

\$497,074.79

Calls for Service 08-01-25 00:00:00 - 06-30-26 23:59:59

Agency	All Console Calls	All Console Calls W/out Assist Calls	Total Assist Calls
Alvarado PD	8695	8622	73
Alvarado Marshal	8	5	3
Alvarado ISD	62	62	0
Joshua PD	3356	3296	60
Godley PD	1667	1633	34
Grandview PD	1239	1210	29
Rio Vista PD	950	940	10
Venus PD	5638	5574	64
Keene PD	2441	2363	78
Joshua ISD PD	205	200	5
Joshua Fire Marshal	0	0	0
Rio Vista ISD	35	34	1
Venus ISD PD	66	62	4
Keene ISD PD	39	38	1
Godley ISD PD	79	76	3
Total		24115	

Formual Amount= 100/ 24115

0.004146797

Percentage of Calls For Service

Multiply the calls for service for each agency by the formula amount to arrive at the percentage as follows:

Alvarado PD	35.7537
Alvarado Marshal	0.0207
Alvarado ISD	0.2571
Joshua PD	13.6678
Godley PD	6.7717
Grandview PD	5.0176
Rio Vista PD	3.8980
Venus PD	23.1142
Keene PD	9.7989
Joshua ISD PD	0.8294
Joshua Fire Marshal	0.0000
Rio Vista ISD	0.1410
Venus ISD PD	0.2571
Keene ISD PD	0.1576
Godley ISD PD	0.3152

EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2026

Total Cost to Agency

Multiply the percentage of each agency by the 25 percent of the total personnel cost as follows:

Alvarado PD	\$177,722.53
Alvarado Marshal	\$103.06
Alvarado ISD	\$1,277.99
Joshua PD	\$67,939.40
Godley PD	\$33,660.51
Grandview PD	\$24,941.34
Rio Vista PD	\$19,375.92
Venus PD	\$114,895.08
Keene PD	\$48,707.76
Joshua ISD PD	\$4,122.54
Joshua Fire Marshal	\$0.00
Rio Vista ISD	\$700.83
Venus ISD PD	\$1,277.99
Keene ISD PD	\$783.28
Godley ISD PD	\$1,566.56
Total	\$497,074.79