JAMES BURGESS
Mayor
RITA BISHOP
Councilmember Place 1
KAYLA SANGUINETTI
Councilmember Place 2

JEANIE SCOTT
Mayor Pro Tem/
Councilmember Place 3
GERONIMO HERNANDEZ
Councilmember Place 4
PHYLLIS LEWIS
Councilmember Place 5

VENUS REGULAR COUNCIL MEETING

Venus Civic Center
210 Walnut Street
Venus, Texas 76084
Monday, December 13, 2021 7:00 PM

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. 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.

4. Consent Agenda:

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

4.1. Approval of meeting minutes for City Council regular meeting on November 8, 2021.

4.2. Approval of meeting minutes for City Council special called meeting on November 15, 2021

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

5. Staff Reports

5.1. Fire Department - Jayson DeLeon: No report.

5.2. Public Works - Chip Hopkins: 7 - 10

Public Works – 12.13.21.pdf

5.3. Police Department -James Groom: 11

VPD November 2021 Monthly Report .pdf

5.4. City Administration- Tonya Roberts:City Administrator's Report - December 2021.pdf 12 - 14

5.5. Finances - Cheryl Estes: No report.

5.6. Planning & Development - Dave Gattis: November 2021 report 15 - 16

Planning and Development Activities-November 2021.pdf

6. Public Hearings & Action Items Relating to Public Hearings

6.1. Conduct Public Hearing to consider Voluntary Annexation of 12.655 acres in Radford Berry Survey Abstract No. 26. 17 - 26

6A-Annexation of Victron Property.pdf 6B-Exhibit A-Metes and Bounds.pdf 6C-Exhibit B-Victron Venus Prelim LTS_Survey_ExhibitB.pdf 6D-Exhibit C-Victron Service Plan.pdf 6E-Victron Aerial.pdf

Open Public Hearing:

Close Public Hearing:

6.2. Discuss and consider Ordinance No. 745-2121-12 approving the annexation of 12.655 acres into the City of Venus. 27 - 32

745-2021-12 vol. annex. saldana.pdf

I make a motion to approve/deny Ordinance No. 745-2021-12 as presented.

6.3. Conduct Public Hearing to consider a Zoning change for 12.655 acres in the Radford Berry Survey Abstract No. 26 in Johnson County, generally located northwest of the 33 - 38

intersection of US 67 and 157, of newly annexed property to C-2 Commercial.

4A-Victron Zoning.pdf 4B-Venus, TX - SP2-Model.pdf 4C-Victron Aerial.pdf 4D-Venus_CommentResponseLetter_Victron.pdf

Open Public Hearing:

Close Public Hearing:

6.4. Discuss and consider Ordinance No. 746-2021-12 Zoning change for 12.655 acres in the Radford Berry Survey Abstract No. 26 in Johnson County, generally located northwest of the intersection of US 67 and 157, of newly annexed property to C-2 Commercial. 39 - 43

746-2021-12 zoning change-Saldana.pdf

I make a motion to approve/deny Ordinance No. 746-2021-12.

6.5. Conduct Public Hearing to consider a conditional use permit for a 2.011-acre in the Radford Berry Survey Abstract No. 26 in Johnson County, generally located northwest of the intersection of US 67 and 157, to allow truck fueling and parking within the C-2 Commercial District. 44 - 48

5A-Victron CUP application.pdf 5B-Venus_CUP_SitePlan.pdf 5C-Venus_CommentResponseLetter_Victron.pdf

Open Public Hearing:

Close Public Hearing:

6.6. Discuss and consider a conditional use permit for a 2.011-acre in the Radford Berry Survey Abstract No. 26 in Johnson County, generally located northwest of the intersection of US 67 and 157, to allow truck fueling and parking within the C-2 Commercial District.

I make a motion to approve/deny the Conditional Use Permit for 2.011 acres of newly-annexed territory zoned C-2-Commercial District to allow truck fueling and truck parking, subject to the following conditions:

1. An eight-foot (8') masonry screening wall be constructed ten-foot off the north property line and the CUP area, and

2. A 10-foot-wide landscaping buffer be provided between the

screening wall and the property line to include one canopy tree, two understory trees and eight shrubs per 100 linear feet.

7. Consideration & Action Items

7.1. Discuss and consider award of Supervisory Control and Data Acquisition(SCADA) system to Dedicated Controls, LLC in the amount of $96,310 — 49 - 50

Engineers Recommendation 111521.pdf Bid Tab.pdf

I make a motion to approve/deny awarding the SCADA project to Dedicated Controls,LLC

7.2. Discuss and consider Ordinance No. 744-2021-12 creating a Fire Department; creating the position of Fire Chief; providing for the repeal of all Ordinances in conflict; establishing duties and compensation for members of the Fire Department; prohibiting the hindering of fire operations and providing a penalty for violating same. — 51 - 53

VENUS Ordinance fire department chief.pdf

I make a motion to approve/deny Ordinance No. 744-2021-12.

7.3. Discuss and consider Ordinance No. 747-2021-12 creating the position of Fire Marshal. — 54 - 57

747-2021-12-VENUS Ordinance fire marshal.pdf

I make a motion to approve/deny Ordinance No. 747-2021-12.

7.4. Discuss and consider a Planned Development Site Plan for Heritage Hills Multifamily for Phase 1 and 2. — 58 - 72

1A-PD Site Plan for Heritage Hills Multifamily.pdf 1B-Site Plan-revised.pdf 1C-Landscape Plan-revised.pdf 1D-Comment Responses.pdf 1E-2021-11-10 Bldg Elevations-reduced.pdf 1F-Building A Perspective.pdf

I make a motion to approve/deny the Planned Development Site Plan for the Heritage Hills Multifamily area, Phase 1 and 2, as presented.

7.5. Discuss and consider a Minor Plat for Lot 1, Block 1, Ontiveros Addition, being 1.568 acres out of the Jackson Smith Survey — 73 - 76

Abstract No. 758, Johnson County, generally located at 300 CR 109, north of County Road 109 and west of County Road 214 (Opposite the intersection of Mimosa Way), in the City of Venus Extraterritorial Jurisdiction.

2A-Ontiveros Addition Minor Plat.pdf 2B-210082 300 County Road 109 - Minor Plat (11-02-2021).pdf 2C-Ontiveros Aerial.pdf

I make a motion to approve/deny the Minor Plat for Ontiveros Addition, as presented.

7.6. Discuss and consider a Final Plat Lot 1, Block 1, Medina Addition, being 1.728 acres out of the P.P. Barnes Survey Abstract No. 25, Johnson County, generally located at 12121 FM 1807, north of FM 1807 and west of County Road 211, in the City of Venus Extraterritorial Jurisdiction. 77 - 80

3A-Medina Addition Final Plat.pdf 3B-110321_21053-01FP.pdf 3C-Medina Aerial.pdf

I make a motion to approve/deny Final Plat for Medina Addition, as presented.

7.7. Discuss and consider entering into a contract with Johnson County Emergency Services District No. 1 for extinguishment and emergency services. 81 - 97

FY21-22 City Contract DRAFT_.pdf

I make a motion to authorize the Mayor to execute the contract with Johnson County Emergency Services District No. 1 for extinguishment and emergency services.

7.8. Discuss and consider Resolution No. 25-2021-12 updating the Master Fee Schedule. 98 - 124

25-2021-12-VENUS Resolution Amended master fee 2021.pdf

Proposed Changes For Master Fee Schedule Final Draft.pdf

I make a motion to approve/deny Resolution No. 25-2021-12.

8. Adjournment

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

This is to certify that a copy of this Notice of Meeting was posted on the bulletin 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**, Wednesday, December 8, 2021 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 .

Work Completed

- Replace and repair valve stacks
- Repair fire hydrant by Prison
- Assist with Who-ville Christmas event
- Replaced flooring for PW trailer
- Assist with Turkey Give-Away
- Street sign repair and replacement
- Utility reads, re-reads, disconnects and reconnects
- Road repair for potholes
- Daily duties to ensure compliance with TCEQ
- Utility Line Locates

Public Works – Projects

- FM 157 Water Line Improvements
  - Construction started on September 1, 2021
  - Final walkthrough for project was completed on 12/10/2021
- Venus Parkway
  - Specs for construction sent to TXDOT and BNSF for approval. Once approved, final plans can be completed.
  - TXDOT has sent back their comments for edits.

Public Works – Projects

- Patriot Estates Traffic Signal
  - TXDOT is finalizing drawings and specs for construction
  - Last word from TXDOT – project slated to begin in March 2022
- City Hall Septic Issues
  - Application for installation submitted to TCEQ on October 22nd
  - TexTech Environmental scheduled to install new tank second week of December

Public Works – Projects

- Fueling Station at PW Shop
  - Tanks are at shop
  - Fuel management software to be installed week of December 13
  - Working on quotes for bulk fuel
- Supervisory Control and Data Acquisition (SCADA) system installation
  - Bid opened on September 21.
  - Bid award on council agenda
- Neptune Advanced Metering Infrastructure (AMI) System
  - Installation of antenna scheduled for December 29
  - All hardware for the upgrade is in our possession. Waiting on Neptune/Core & Main for installation, start-up and training.

VENUS POLICE DEPARTMENT
MONTHLY REPORT
November 2021

Crime Stats

	Nov-21	% + or -	Oct-21	Sep-21	3 MONTH AVERAGE
CAD EVENTS	1572	1.2%	1554	1467	1531
REPORTS TAKEN	32	-34.7%	49	41	41
ARRESTS	10	-33.3%	15	16	14
ACCIDENTS WORKED	13	-23.5%	17	15	15
TRAFFIC ASSIGNMENTS	29	-35.6%	45	36	37
TRAFFIC STOPS	255	10.4%	231	185	224
CITATIONS ISSUED	69	-29.6%	98	60	76

Community Events

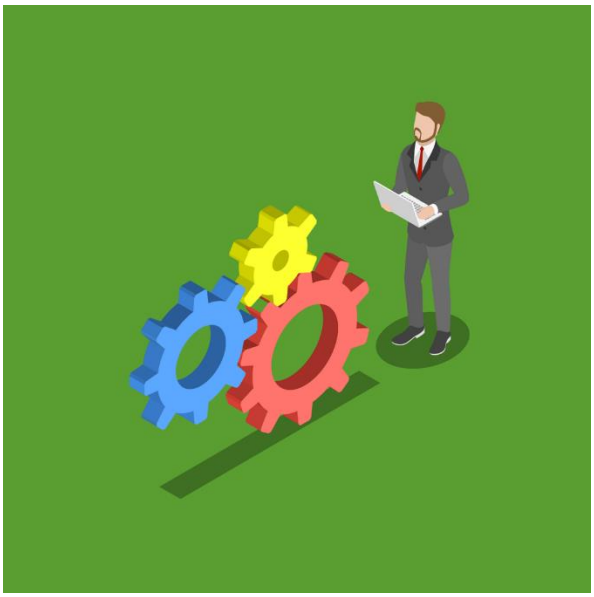
Completed – *Venus Community Christmas – Over 100 Venus Children served*
Dinner at One Way Church on 2738 (Excellent BBQ)
Venus ISD Veterans Day Celebration
Venus ISD Mug & Hug

Upcoming – *Christmas on the Square*

Significant Police Responses

11/01/2021	Unauth Use of Vehicle	Active	Not Recovered
11/05/2021	Unauth Use of Vehicle	Active	Truck & Trailer with EQ stolen - Not Recovered
11/13/2021	Unauth Use of Vehicle x2	Active	2 stolen veh reported / Both Recovered
11/17/2021	Man/Del Meth	Arrest Made	Case to be filed - 30 Grams Meth on Suspicious Person call
11/20/2021	Man/Del Meth	Arrest Made	Case to be filed - 19 Grams Methamphetamines on T.Stop
11/24/2021	Evading Arrest	Active	Subject fled on foot from vehicle with gun
11/28/2021	Death Investigation	Active	Awaiting Autopsy Results
11/28/2021	Agg Assault Deadly Weapon	Arrest Made	Road Rage - Assisted by Texas Ranger

City Administrator's Report



December 13, 2021

Human Resources

- Fire Chief – Pre-employment testing continues.
- Permit Clerk – Interviews pending.
- Public Works Crew Leader – filled internally by promotion.
- Public Works Utility Operator – position has been posted on TML and Indeed.
- Planner – Started working remotely limited hours in November. Has been in communication with Mr. Gattis. Is currently being brought up to speed on current projects. He will be relocating from Brighton, Colorado and will be in the office mid-January.
- Working on new/updates to policies including: Employee Handbook, Take Home Vehicle Policy, Training Policy, and Timekeeping Policy

Municipal Court

- 88 Cases Processed
- Collected $4,086.50 in Fines and Fees
- Staff will begin pulling outstanding citations from previous months and placing holds on those as time allows
- We will begin focusing on collections of outstanding balances in-house as well

Finance

- No update at this time

Upcoming City Events

- Who-ville in Venus – Pancakes w/Santa @ 7:30 AM (Venus FBC); Venus Christmas Queen Pageant 10:00 AM; 9:00 - 4:00 PM Vendors, Face Painting, Coloring Station, Craft Station, Hot Chocolate and Candy Canes, HS Jazz Band Performance; Elementary 4th Grade Singing; Pictures w/ Grinch and Cindy Lou Who, Hay Wagon Rides, Librarians' Corner w/ the reading of How the Grinch Stole Christmas; Parade @ 6:00 PM; Tree Lighting; Santa & Mrs. Claus traditional Christmas pictures and last but not least a silent auction with proceeds going to the Children's Advocacy Center of Johnson County.

Miscellaneous

- New phone system installation is on going
- Receiving bids to remodel the old police station for additional office space. – Right at $49,000

Developments

- We continue to work daily with developers moving projects along as efficiently as possible. It has room for improvement.
- Need to review our processes and just make sure that things aren't falling through the cracks.

Planning and Development Activities
November 2021

The Planning and Development staff performed the following activities during November:

- Assisted with the Venus City Council on November 8th where the City Council:
    - Accepted the withdrawal of a Planned Development Site Plan for the Patriot Villas Townhouses
    - Took no action on a Planned Development Site Plan for the Heritage Hills Multifamily,
    - approved the rezoning of Stallion Ranch,
    - approved of a final plat for Vargas Addition, and
    - approved a preliminary plat for Colorado River Crossing Addition.
- Assisted with the Planning and Zoning Commission on November 18th, where the P&Z:
    - recommended approval of rezoning of the Venus Village project area to C-2 Commercial,
    - recommended denial of a Conditional Use Permit to allow truck parking and fueling within a portion of Venus Village,
    - recommended approval of a Planned Development Site Plan for Heritage Hills Multifamily,
    - recommended approval of a minor plat for Ontiveros Addition, and
    - recommended approval of a final plat for Medina Addition.
- Provided mailed and newspaper notices for the Plainview Acres and Truelove Addition rezoning applications,
- Participated in a scoping meeting for a traffic impact analysis for Stallion Ranch on November 15th and provided a copy of the schematic design of Venus Parkway to the consultant,
- Provided review comments on the Venus Village Conditional Use Permit, Ontiveros Minor Plat, Medina Addition final plat, and Venus Village Preliminary Plat.
- Provided comments regarding tree planting along Patriot Parkway
- Assisted in getting the final plats of Vargas Addition, final plat for Patriot Estates Phase 8, and amending plat for Plainview Acres filed at Johnson and Ellis Counties.
- Assisted in getting the Preliminary Plat for Colorado River Crossing signed and filed at City Hall and coordinated with Johnson County on next steps.
- Assisted the City Attorney in preparing the PD Ordinance for Stallion Ranch.
- Provided information on zoning to a developer of about 10 acres adjacent to La Chaussee Addition.
- Sent information to the Public Works Director and City Engineer regarding iSWM criteria.
- Reviewed drafts of the City Annexation map and Zoning map and made comments to the City's consultant and provided copies of ETJ apportionment agreements.
- Provided information to a developer regarding the proposed extension of SH 360 to US 67.
- Prepared an Annexation Service Plan for Venus Village.
- Provided ETJ Plat exemption letters to Johnson County for two properties in ETJ
- Participate in weekly video conferences with Development Finance Team
- Provided information on Venus' organization to the City of Liberty Hill.
- Provided information on annexation to a developer and to the Venus ISD.
- Met or spoke with several landowners regarding platting and development requirements in the ETJ.
- Spoke to a developer about the feasibility of transferring ETJ from Grand Prairie to Venus.

- Reviewing the Subdivision Ordinance and will make recommendations for potential amendments.
- Assisted a natural gas provider regarding franchise agreements,
- Researched the annexation of Buffalo Hills for the City Administrator,
- Updated the development application schedule for 2022,
- Responded to a citizen regarding family cemeteries,
- Met with or responded to numerous inquiries from real estate developers, brokers, appraisers and landowners regarding development requirements and future development in the Venus area.

Case Report – Voluntary Annexation- Victron Property
Planning and Zoning Commission – Not applicable
City Council - December 13, 2021

To: Mayor and City Council

From: David R. Gattis, FAICP

Request: Consider Voluntary Annexation of 12.655 acres in Radford Berry Survey Abstract 26

Applicant: Saldena Properties, Waxahachie, TX

Developer: Victron Stores, L.P., Waxahachie, TX

Location: Generally located north of US 67 and west of FM 157, being a portion of Johnson County Parcel ID 126.0026.00225

Analysis: The landowner of a 12.655-acre tract on the northwest corner of US 67 and FM 157 has requested annexation into the City of Venus. A Pre-Annexation Agreement was not required. There are no permanent improvements on the property, only a business selling sheds.

The developer is proposing to develop nine commercial lots with primary access onto US 67 and FM 157. The property will be zoned AG-Agricultural immediately upon annexation (Zoning Ordinance Section 34-9.) The property is proposed to be zoned C-2-Commercial after a favorable recommendation by the Planning and Zoning Commission on November 18th and City Council action tonight.

The property will obtain water and sanitary sewer from the City of Venus.

As required by State law, newspaper notice was published on November 4th and written notice was provided to the Venus Independent School District and the Venus Volunteer Fire Department.

Upon annexation, the City will begin collecting ad valorem taxes. The Police Department and Code Enforcement office will extend service to the area, but it is expected that this can be done using current staff levels for the foreseeable future. The landowner/developer will be responsible for constructing any infrastructure and improvements on the property.

Staff Recommendation:

Staff recommends that the City Council adopt Ordinance _____ approving the annexation of 12.655 acres into the City of Venus.

Sample Motion: I move to approve/deny Ordinance No. _____.

EXHIBIT A

LEGAL LAND DESCRIPTION:

BEING 12.655 acres (551,260 square feet) of land in the Radford Berry Survey, Abstract No. 26, Johnson County, Texas; said 12.655 acres (551,260 square feet) of land being a portion of that certain tract of land described in a Assumption Special Warranty Deed to Saldena Properties, L.P. (hereinafter referred to Saldena Properties tract), as recorded in Book 3570, Page 136, Deed Records, Johnson County, Texas (D.R.J.C.T.); said 12.655 acres (551,260 square feet) of land being more particularly described, by metes and bounds, as follows:

BEGINNING at a Texas Department of Transportation monument found for the Southerly Southeast corner of said Saldena Properties tract, same being the intersection of the existing Southwesterly right-of-way line of F. M. Road 157 (80' right-of-way), as recorded in Book 360, Page 5, D.R.J.C.T., with the existing Northerly right-of-way line of West Highway 67 (variable width right-of-way), as recorded in Book 2379, Page 367, D.R.J.C.T.;

THENCE South 84 degrees 20 minutes 13 seconds West with the common lien between said Saldena Properties tract and the existing Northerly right-of-way line of said West Highway 67, a distance of 293.62 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner;

THENCE South 30 degrees 13 minutes 18 seconds East, continue with the common lien between said Saldena Properties tract and the existing Northerly right-of-way line of said West Highway 67, a distance of 39.95 feet to a Texas Department of Transportation monument found for corner;

THENCE South 83 degrees 55 minutes 02 seconds West, continue with the common lien between said Saldena Properties tract and the existing Northerly right-of-way line of said West Highway 67, a distance of 693.42 feet to a Texas Department of Transportation monument found for corner;

THENCE North 79 degrees 17 minutes 54 seconds West, continue with the common lien between said Saldena Properties tract and the existing Northerly right-of-way line of said West Highway 67, a distance of 34.25 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner;

THENCE South 84 degrees 00 minutes 09 seconds West, continue with the common lien between said Saldena Properties tract and the existing Northerly right-of-way line of said West Highway 67, a distance of 241.08 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner;

THENCE North 21 degrees 14 minutes 35 seconds East, departing the existing Northerly right-of-way line of said West Highway 67, crossing said Saldena Properties tract, a distance of 229.65 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner;

THENCE North 19 degrees 04 minutes 09 seconds East, continue crossing said Saldena Properties tract, a distance of 187.25 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner;

THENCE North 27 degrees 51 minutes 31 seconds East, continue crossing said Saldena Properties tract, a distance of 288.09 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner in the Northeasterly line of said Saldena Properties tract, same being the Southwesterly line of that certain tract of land described in a Special Warranty Deed to Palladium Venus, Ltd. (hereinafter referred to as Palladium Venus tract), as recorded in Instrument Number 2020-15351, Official Public Records, Johnson County, Texas;

THENCE South 29 degrees 12 minutes 45 seconds East with the common line between said Saldena Properties tract and said Palladium Venus tract, a distance of 233.71 feet to a one-half inch iron rod found for corner, same being the Southwesterly corner of said Palladium Venus tract;

THENCE North 60 degrees 48 minutes 47 seconds East, continue with the common line between said Saldena Properties tract and said Palladium Venus tract, a distance of 632.00 feet to the Northeasterly corner of said Saldena Properties tract, same being the Southeasterly corner of said Palladium Venus tract, same also being the existing Southwesterly right-of-way line of the aforesaid F. M. Road 157, from which a one-half inch iron rod with plastic cap stamped "RPLS 4701" found bears North 60 degrees 48 minutes 47 seconds East, a distance of 1.22 feet;

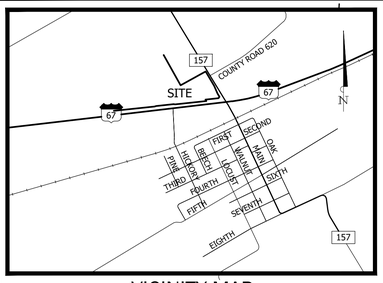
THENCE South 30 degrees 35 minutes 57 seconds East with the common line between said Saldena Properties tract and the existing Southwesterly right-of-way line of said F. M. Road 157, a distance of 374.21 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner;

THENCE South 24 degrees 12 minutes 03 seconds East, continue with the common line between said Saldena Properties tract and the existing Southwesterly right-of-way line of said F. M. Road 157, a distance of 185.34 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner;

THENCE South 30 degrees 28 minutes 46 seconds East, continue with the common line between said Saldena Properties tract and the existing Southwesterly right-of-way line of said F. M. Road 157, a distance of 80.48 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner;

THENCE South 26 degrees 56 minutes 16 seconds West, continue with the common line between said Saldena Properties tract and the existing Southwesterly right-of-way line of said F. M. Road 157, a distance of 37.72 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 12.655 acres (551,260 square feet) of land.

EXHIBIT "B"



VICINITY MAP
NOT TO SCALE
VENUS, TEXAS

PALLADIUM VENUS, LTD.
INSTRUMENT NUMBER 2020-15351
O.P.R.J.C.T.

FOUND 1/2" CAPPED IRON ROD
STAMPED "RPLS 4701" BEARS
N60° 48' 47" E 1.22' FROM
PROPERTY CORNER

STATE OF TEXAS
BOOK 3801 PAGE 86 D.R.J.C.T.

STATE OF TEXAS
BOOK 3801 PAGE 91 D.R.J.C.T.

F.M. ROAD 157
80' RIGHT-OF-WAY

N60° 48' 47"E 632.00'

S29° 12' 45"E 233.71'

N27° 51' 31"E 288.09'

RIM ELEVATION 638.12'

N19° 04' 09"E 187.25'

N24° 14' 35"E 229.65'

REMAINDER OF
SALDENA PROPERTIES, L.P.
BOOK 3570, PAGE 136
D.R.J.C.T.

FOUND 1/2" IRON ROD

IRS

12.655 ACRES OR
551,260 SQUARE FEET

PORTION OF
SALDENA PROPERTIES, L.P.
BOOK 3570, PAGE 136
D.R.J.C.T.

S20° 35' 57"E 374.21'

S24° 12' 03"E 185.34'

S10° 28' 46"E 80.48'

GRAVEL SURFACE

RIM ELEVATION: 653.80'

S26° 56' 16"W 37.72'

PLACE OF
BEGINNING

FOUND TEXAS DEPARTMENT
OF TRANSPORTATION DISK

RIM ELEVATION: 653.80'

S84° 20' 13"W 293.62'

RIM ELEVATION: 652.13'

SIGN

FOUND TEXAS DEPARTMENT
OF TRANSPORTATION DISK

S30° 13' 18"E 39.95'

RIM ELEVATION: 651.63'

STATE OF TEXAS
(PART 2)
BOOK 2379, PAGE 367
D.R.J.C.T.

S83° 55' 02"W 693.42'

RIM ELEVATION: 650.19'

FOUND TEXAS DEPARTMENT
OF TRANSPORTATION DISK

RIM ELEVATION: 646.79'

N79° 17' 54"W 34.25'

RIM ELEVATION: 645.87'

S84° 00' 09"W 241.08'

RIM ELEVATION: 643.38'

STATE OF TEXAS
(PART 1)
BOOK 2379, PAGE 367
D.R.J.C.T.

WEST HIGHWAY 67
VARIABLE WIDTH RIGHT-OF-WAY

500
643.66
BM XCUT

N

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

LEGEND

D.R.J.C.T.
DEED RECORDS
JOHNSON COUNTY, TEXAS

O.P.R.J.C.T.
OFFICIAL PUBLIC RECORDS
JOHNSON COUNTY, TEXAS

P.R.J.C.T.
PLAT RECORDS
JOHNSON COUNTY, TEXAS

- AIR CONDITIONER UNIT
- UTILITY PIN FLAG
- GAS MANHOLE
- GAS MARKER
- GAS METER
- TRANSFORMER
- ELECTRIC METER
- TELEPHONE RISER
- MAIL BOX
- SIGN
- POWER POLE
- LIGHT
- SANITARY SEWER MANHOLE
- CLEAN-OUT
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- WATER MANHOLE
- FIRE WATER CONNECTION
- IRRIGATION CONTROL VALVE
- TRAFFIC SIGNAL
- BOLLARD
- GRATE INLET
- STORM MANHOLE
- N NORTH/NORTHING
- S SOUTH
- E EAST/EASTING
- W WEST
- ° DEGREES
- ' MINUTES/FEET
- " SECONDS/INCHES

FEMA ZONE

500' FEMA BASE FLOOD ELEVATION

(#) TITLE COMMITMENT ITEM

- Ex.GAS— GAS LINE
- Ex._WL— WATER LINE
- Ex._SS— SEWER LINE
- Ex._SD— STORM DRAIN LINE
- Ex._OHE— OVERHEAD UTILITY
- Ex.TEL— UNDERGROUND TELEPHONE
- Ex._UGE— BURIED ELECTRIC
- Ex.CATV— BURIED CABLE LINE
- Ex.FOC— BURIED FIBER OPTIC
- GDRL— GUARD RAIL
- CHLK— CHAIN LINK FENCE
- WIRE — WIRE FENCE
- WOOD— WOOD FENCE
- METAL— METAL FENCE
- IRON— IRON FENCE
- PIPE— PIPE RAIL FENCE
- SILT— SILT FENCE
- GUY WIRE

811
Know what's below.
Call before you dig.
(@ least 48 hours prior to digging)

GENERAL NOTES:

1. The tract shown herein and described above was not abstracted by the surveyor. Additional easements or other encumbrances, whether of record or not may affect the subject tract.

2. According to surveyor's interpretation of information shown on the National Flood Insurance Program (NFIP) "Flood Insurance Rate Map" (FIRM), Community Panel No. 48251C0250J, dated December 4, 2012. The property appears to lie within Zone "X", defined as "Areas determined to be outside the 0.2% annual chance floodplain" zone and within Zone "A", defined as "No base elevations determined" zone as defined by the U.S. Department of Housing and Urban Development, Federal Insurance Administration, or the Federal Emergency Management Agency.

3. The above referenced "FIRM" map is for use in administering the "NFIP"; it does not necessarily show all areas subject to flooding, particularly from local sources of small size, which could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. There may be other streams, creeks, low areas, drainage systems or other surface or subsurface conditions existing on or near the subject property which are not studied or addressed as a part of the "NFIP".

4. The surveyor has made no attempt to locate or define hazardous waste areas, habitats, endangered species or any other environmentally sensitive areas on the tract of land shown hereon; nor does this survey make any representations of being an environmental assessment of the tract of land shown hereon.

5. The surveyor has made no attempt to locate or define archeological sites, historical sites or undocumented cemeteries on the tract of land shown hereon: nor does this survey make any representation of being an archeological or historical survey of the tract of land shown hereon.

6. The surveyor has made no attempt to locate abandoned or plugged oil and gas wells, or any other wells on the tract of land shown hereon; nor has the surveyor made any attempt to research same with the Railroad Commission of Texas or any other State agency: nor has the surveyor investigated any mineral or royalty interests in the tract of land shown hereon.

7. Existing utilities shown hereon are from above ground visible features coupled together with maps and plans provided to the surveyor. The surveyor does not make any representation of being a Quality Level A or B sub-surface utility survey of the tract of land shown hereon.

8. All iron rods set (IRS) are 5/8-inch with a plastic cap stamped "RPLS 4838". All found monuments shown hereon are deemed to be controlling monuments.

9. All bearings shown herein are Texas State Plane Coordinate System, NAD83 (2011), Texas North Central Zone (4202). All distances shown herein are surface distances.

10. **SOURCE BENCHMARK**: Control Points set by GPS RTK Network as maintained by ALLTERRA.

11. **This survey was prepared without the benefit of title encumbrance research.**

BANISTER ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823

PROJECT:
Address: 845 N. F.M. 157
Being 12.655 acres or (551,260 square feet) out of the
Radford Berry Survey, Abstract No. 26
City of Venus, Johnson County, Texas

CATEGORY 1A,
CONDITION 2
LAND
TITLE
SURVEY

PROJECT NO.: 172-21-005
SCALE: 1" = 50'
DRAWN BY: sa
CKD BY: md2
SHEET NUMBER 1 OF 2

B:\Clients\172 (Victron)\172-21-005 (Travel Center - Venus)\Survey\172-21-005 Survey Base.dwg
10/6/2021 7:08:38 AM

LEGAL LAND DESCRIPTION:

BEING 12.655 acres (551,260 square feet) of land in the Radford Berry Survey, Abstract No. 26, Johnson County, Texas; said 12.655 acres (551,260 square feet) of land being a portion of that certain tract of land described in a Assumption Special Warranty Deed to Saldena Properties, L.P. (hereinafter referred to Saldena Properties tract), as recorded in Book 3570, Page 136, Deed Records, Johnson County, Texas (D.R.J.C.T.); said 12.655 acres (551,260 square feet) of land being more particularly described, by metes and bounds, as follows:

BEGINNING at a Texas Department of Transportation monument found for the Southerly Southeast corner of said Saldena Properties tract, same being the intersection of the existing Southwesterly right-of-way line of F. M. Road 157 (80' right-of-way), as recorded in Book 360, Page 5, D.R.J.C.T., with the existing Northerly right-of-way line of West Highway 67 (variable width right-of-way), as recorded in Book 2379, Page 367, D.R.J.C.T.;

THENCE South 84 degrees 20 minutes 13 seconds West with the common lien between said Saldena Properties tract and the existing Northerly right-of-way line of said West Highway 67, a distance of 293.62 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner;

THENCE South 30 degrees 13 minutes 18 seconds East, continue with the common lien between said Saldena Properties tract and the existing Northerly right-of-way line of said West Highway 67, a distance of 39.95 feet to a Texas Department of Transportation monument found for corner;

THENCE South 83 degrees 55 minutes 02 seconds West, continue with the common lien between said Saldena Properties tract and the existing Northerly right-of-way line of said West Highway 67, a distance of 693.42 feet to a Texas Department of Transportation monument found for corner;

THENCE North 79 degrees 17 minutes 54 seconds West, continue with the common lien between said Saldena Properties tract and the existing Northerly right-of-way line of said West Highway 67, a distance of 34.25 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner;

THENCE South 84 degrees 00 minutes 09 seconds West, continue with the common lien between said Saldena Properties tract and the existing Northerly right-of-way line of said West Highway 67, a distance of 241.08 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner;

THENCE North 21 degrees 14 minutes 35 seconds East, departing the existing Northerly right-of-way line of said West Highway 67, crossing said Saldena Properties tract, a distance of 229.65 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner;

THENCE North 19 degrees 04 minutes 09 seconds East, continue crossing said Saldena Properties tract, a distance of 187.25 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner;

THENCE North 27 degrees 51 minutes 31 seconds East, continue crossing said Saldena Properties tract, a distance of 288.09 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner in the Northeasterly line of said Saldena Properties tract, same being the Southwesterly line of that certain tract of land described in a Special Warranty Deed to Palladium Venus, Ltd. (hereinafter referred to as Palladium Venus tract), as recorded in Instrument Number 2020-15351, Official Public Records, Johnson County, Texas;

THENCE South 29 degrees 12 minutes 45 seconds East with the common line between said Saldena Properties tract and said Palladium Venus tract, a distance of 233.71 feet to a one-half inch iron rod found for corner, same being the Southwesterly corner of said Palladium Venus tract;

THENCE North 60 degrees 48 minutes 47 seconds East, continue with the common line between said Saldena Properties tract and said Palladium Venus tract, a distance of 632.00 feet to the Northeasterly corner of said Saldena Properties tract, same being the Southeasterly corner of said Palladium Venus tract, same also being the existing Southwesterly right-of-way line of the aforesaid F. M. Road 157, from which a one-half inch iron rod with plastic cap stamped "RPLS 4701" found bears North 60 degrees 48 minutes 47 seconds East, a distance of 1.22 feet;

THENCE South 30 degrees 35 minutes 57 seconds East with the common line between said Saldena Properties tract and the existing Southwesterly right-of-way line of said F. M. Road 157, a distance of 374.21 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner;

THENCE South 24 degrees 12 minutes 03 seconds East, continue with the common line between said Saldena Properties tract and the existing Southwesterly right-of-way line of said F. M. Road 157, a distance of 185.34 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner;

THENCE South 30 degrees 28 minutes 46 seconds East, continue with the common line between said Saldena Properties tract and the existing Southwesterly right-of-way line of said F. M. Road 157, a distance of 80.48 feet to a five-eighths inch iron rod with red plastic cap stamped "RPLS 4838" set for corner;

THENCE South 26 degrees 56 minutes 16 seconds West, continue with the common line between said Saldena Properties tract and the existing Southwesterly right-of-way line of said F. M. Road 157, a distance of 37.72 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 12.655 acres (551,260 square feet) of land.

SURVEYORS CERTIFICATE TO:

SALDENA PROPERTIES, L.P., and their heirs and assigns:

I, Michael Dan Davis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this map or plat and the survey on which it is based were made in accordance with and complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition 2 Survey.
The field work was completed on June 23, 2021.

PRELIMINARY

Michael Dan Davis DATE:
Registered Professional Land Surveyor No. 4838
BANNISTER ENGINEERING, LLC
T.B.P.L.S. REGISTRATION NO. 10193823
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
Office (817) 842-2094

BANNISTER ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823

PROJECT:
Address: 845 N. F.M. 157
Being 12.655 acres or (551,260 square feet) out of the
Radford Berry Survey, Abstract No. 26
City of Venus, Johnson County, Texas

CATEGORY 1A, CONDITION 2
LAND TITLE SURVEY

PROJECT NO.: 172-21-005
SCALE: n/a
DRAWN BY: sa
CKD BY: md2
SHEET NUMBER
2 OF 2

B:\Clients\172 (Victron)\172-21-005 (Travel Center - Venus)\Survey\172-21-005 Survey Base.dwg
10/6/2021 7:09:03 AM

EXHIBIT B

CITY OF VENUS
SERVICE PLAN
For
12.655 acres in the Radford Berry Survey Abstract Number 26
Voluntary Annexation by Petition

Section 1 – Annexation Area

The annexation area is a 12.655-acre tract of land in the Radford Berry Survey Abstract Number 26 in Johnson County, generally located north of U.S. 67 and west of FM 157, being a portion of Johnson County Parcel ID No. 126.0026.00225.

Section 2 – Summary

This service plan has been prepared by Venus City staff in accordance with Texas Local Government Code Sections 43.056 and 43.065. The City will provide the following services to the property annexed with 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.

On October 12, 2021, Walid Alameddine representing Saldena Properties, LP filed a voluntary petition for the property to be annexed by the City of Venus and to receive available city services. A Pre-Annexation Development Agreement was not submitted or approved by the City Council. Upon annexation of the Property, the City intends to provide the following city services as described herein.

Section 3 – Services Provided

1. Police protection

    a. *Existing Services:* Currently, the area is under the jurisdiction of the Johnson County Sheriff's Office.

    b. *Services to be Provided*: Upon annexation, the City of Venus Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

2. Fire and Emergency Medical Services

    a. *Existing Services:* The Venus Volunteer Fire Department, an independent agency not under the direction or control of the City, currently provides fire protection and emergency medical services to the property. Beyond first response, American Medical Response (AMR), also an independent

agency not under the direction of control of the City, provides ambulance transport services to the property under contract with Johnson County.

b. *Services to be Provided*: The Venus Volunteer Fire Department and American Medical Response will continue to provide fire suppression and emergency medical services to the property for the foreseeable future.

3. Buliding Permits, Inspection and Code Enforcement

   a. *Existing Services:* Existing building permits and limited inspection are provided by Johnson County.

   b. *Services to be Provided:* The City of Venus Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction, remodeling, and enforcing all other applicable codes which regulate building construction within the City of Venus.

4. Planning And Zoning

   a. *Existing Services*: The City of Venus currently regulates subdivision and platting within its extraterritorial jurisdiction.

   b. *Services to be Provided:* The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Venus Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Venus Subdivision Ordinance. These services can be provided within the department's current budget.

5. Street Maintenance

   a. *Existing Services:* None

   b. *Services to be Provided:* No new developer-constructed public street facilities will be constructed.

6. Storm Water Management

   a. *Existing Services:* None

   b. *Services to be Provided:* No new public developer-constructed drainage facilities will be constructed.

7. Water Service

    a. *Existing Services:* The City of Venus holds the Certificate of Convenience and Necessity (CCN) for the property, but currently provides no service to the property.

    b. *Services to be Provided*: The City will provide water service to the property upon extension and connection to the City's system. Upon acceptance of any developer-constructed water lines and appurtenances, and expiration of the maintenance bond period, the City will maintain the public water lines within the property.

8. Sanitary Sewer Service

    a. *Existing Services:* None

    b. *Services to be Provided:* Upon acceptance of any developer-constructed sanitary sewer facilities, and expiration of the maintenance bond period, the City will maintain the sanitary sewer lines within the property.

9. Solid Waste Services

    a. *Existing Services:* None

    b. *Services to be Provided:* Solid Waste Collection will be provided by the City's third-party waste collection service on a fee basis. The City will notify the City's current provider to expand the service area upon City Council approval of the annexation.

10. Animal Control

    a. *Existing Service*: None

    b. *Services to be Provided*: The Venus Police Department will provide animal control services upon the effective date of the annexation. Animal control services include response to and investigation of reported animal bites, response to reports of at-large animals and response to and investigation of animal cruelty and neglect reports.

11. Parks and Recreation Services

    a. *Existing Services*: The City is not aware of any public parks or recreation facilities associated with the property.

    b. *Services to be Provided*: Not applicable.

12. Miscellaneous City Services

    a. *Existing Services:* The City is not aware of any publicly-owned facilities, buildings or services associated with the Property.

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

Section 4 – Level of Service

It is the intent of the City of Venus to provide the level of service required by State law. The City Council finds and determines that the services, infrastructure, and infrastructure maintenance proposed by this Service Plan meet or exceed the current level of service provided to the Property and are comparable to that provided to other parts of the City.

Victron Property



9/3/2021, 12:55:15 PM

Parcels

Road Centerlines

Interstate/US Highway

City Street

County Road

Farm To Market

City Boundaries

VENUS

County Boundary

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user

ArcGIS Web AppBuilder

Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA | Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Texas Historical Commission | United States

ORDINANCE NO.745-2021-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY LEGALLY DESCRIBED AS APPROXIMATELY BEING 12.655 ACRES (551,260 SQUARE FEET) OF LAND IN THE RADFORD BERRY SURVEY, ABSTRACT NO. 26, JOHNSON COUNTY, TEXAS; SAID 12.655 ACRES (551,260 SQUARE FEET) OF LAND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A ASSUMPTION SPECIAL WARRANTY DEED TO SALDENA PROPERTIES, L.P. (HEREINAFTER REFERRED TO SALDENA PROPERTIES TRACT), AS RECORDED IN BOOK 3570, PAGE 136, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), AND GENERALLY LOCATED WEST OF THE INTERSECTION OF HIGHWAY FM 157 AND HIGHWAY 67 AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS AND REGULATIONS OF THE CITY; ADOPTING A SERVICE PLAN; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on or about November __, 2021, the property owner ("Applicant") submitted a Petition for Voluntary Annexation with the City Secretary, Callie Green; and

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

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

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

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

WHEREAS, the City Council of the City of Venus 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 legislative findings and are incorporated herein by reference.

SECTION 2. Annexation. That the following described territory, to wit:

All that certain tract of land being all that certain lot, tract or parcel of land, BEING 12.655 acres (551,260 square feet) of land in the Radford Berry Survey, Abstract No. 26, Johnson County, Texas; said 12.655 acres (551,260 square feet) of land being a portion of that certain tract of land described in an Assumption Special Warranty Deed to Saldena Properties, L.P. (hereinafter referred to Saldena Properties tract), as recorded in Book 3570, Page 136, Deed Records, Johnson County, Texas (D.R.J.C.T.) and more particularly described by metes and bounds in Exhibit A and Exhibit B, which are incorporated herein by reference in this Ordinance as if fully recited.

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

SECTION 3. Service Plan contained in Development Agreement. A Written Service Plan is contained in the Development Agreement 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 hereby amended to include the Property as part of the City of Venus. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. Severability Clause. It is hereby declared by the City Council of the City of Venus that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 6. Cumulative Clause. This ordinance shall be cumulative 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.

DULY PASSED by the City Council of the City of Venus, Texas, on the 12th day of November 2021.

APPROVED:

_____
James L. Burgess, Mayor

ATTEST:

_____
Callie Green, City Secretary

EXHIBIT A
METES AND BOUNDS

EXHIBIT B
CITY OF VENUS, TEXAS
DEVELOPMENT AGREEMENT

EXHIBIT C
SERVICE PLAN

Case Report – Zoning Change-Victron
Planning and Zoning Commission – November 18, 2021
City Council - December 13, 2021

To: Planning and Zoning Commission
Mayor and City Council

From: David R. Gattis, FAICP

Request: Consider a zoning change for 12.655 acres in the Radford Berry Survey Abstract No. 26 in Johnson County, generally located northwest of the intersection of US 67 and FM 157, of newly-annexed property to C-2-Commercial

---

Owner: Saldena Properties, LP, Waxahachie, TX

Applicant: Victron Energy, Waxahachie, TX

Engineer: Bannister Engineering, Mansfield, TX

Analysis: The applicant is in process of annexing a 12.655-acre portion of a larger 59.6 acre tract that they own at the northwest corner of U.S. 67 and FM 157. The developer, Victron Energy, develops gas stations, truck stops, retail centers and food franchises, as well as fuel distribution to retail gas stations. Staff understands that they plan to subdivide the 12.6 acres into nine or ten pad sites with a gas station/convenience store at the intersection. The annexation is schedule for completion on December 13th.

The property to the north is zoned PD-Planned Development and includes the Palladium Apartments. Property to the east is zoned C-2-Commercial and includes the Sonic Restaurant, a storage facility and two vacant lots. The property to the south across US 67 is zoned C-2-Commercial (including Exxon/Whataburger, Mobil 1 Lube Express, Brookshire Brothers, Dollar Tree, Mr. Jim's Pizza) and SF-1-Single Family Residential and includes the La Chaussee Addition. The property to the west is unincorporated and unzoned and is used for agriculture.

The C-2-Commercial zoning district would allow a variety of commercial uses, including automobile service stations, retail, and restaurant uses. Of the three commercial districts (C-1, C-2 and CB-Central Business District), the C-2-Commercial District is the least restrictive. The staff does not foresee any significant conflicts between the proposed C-2-Commercial uses and the adjacent uses. The applicant is proposing to build a "screening wall, fencing and landscaping for buffering", but without specifics.

The property is not platted and a plat will need to be approved before the land is subdivided and building permits issued. Staff expects a preliminary plat application in the near future

Staff Recommendation:

Staff recommends, after holding a public hearing, that the Planning and Zoning Commission recommend that the City Council approve the zoning of 12.655 acres of newly-annexed territory to C-2-Commercial District.

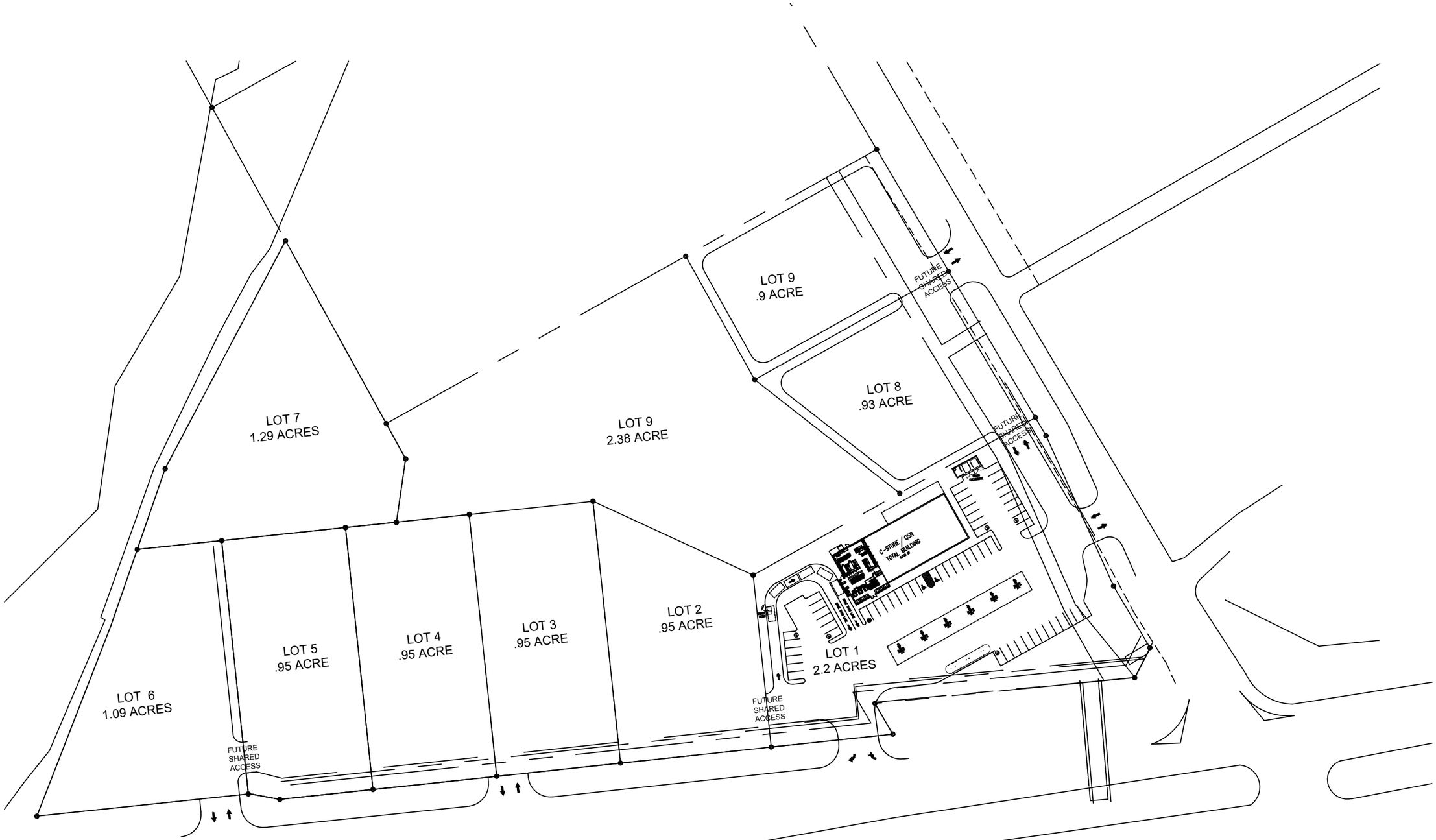
Planning and
Zoning Commission
Recommendation:

After holding a public hearing at their November 18th meeting, the Planning and Zoning Commission unanimously recommended that the City Council approve the Ordinance rezoning 12.655 acres of newly-annexed territory in the R. Berry Survey Abstract No. 26 to C-2-Commercial District.

Sample
Motion: I move to recommend approval/denial of the Ordinance zoning 12.655 acres of newly-annexed territory to C-2-Commercial District.

Attachments:

Site Plan
Aerial Photo


LOT 7
1.29 ACRES
LOT 9
2.38 ACRE
LOT 9
.9 ACRE
LOT 8
.93 ACRE
FUTURE SHARED ACCESS
FUTURE SHARED ACCESS
C-STORE / QSR
TOTAL BUILDING
LOT 1
2.2 ACRES
LOT 2
.95 ACRE
LOT 3
.95 ACRE
LOT 4
.95 ACRE
LOT 5
.95 ACRE
LOT 6
1.09 ACRES
FUTURE SHARED ACCESS
FUTURE SHARED ACCESS

Victron Property



9/3/2021, 12:55:15 PM

Parcels

Road Centerlines

Interstate/US Highway

City Street

County Road

Farm To Market

City Boundaries

VENUS

County Boundary

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Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user

ArcGIS Web AppBuilder

Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA | Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Texas Historical Commission | United States

November 9, 2021

Response Letter to Comments Received 11/2/21 -
Annexation, Zoning, CUP (Hwy 67 & FM157 – 12.655 Acres)

Zoning Change:

1. The plan is to rezone the newly-annexed territory to C-2-Commercial. The only potential conflict is the adjacent multi-family zoning for Palladium. The property across FM 157 is mostly C-1-Commercial (with a small area of AG-Agricultural, while the property across U.S. 67 is a mix of C1-Commercial and R-1-Single Family Residential.

   Response: Our development will be designed and built to compliment all the surrounding areas that will include a screening wall, fencing, and landscaping for buffering.

Conditional Use Permit:

1. Please clarify whether the area covered by the CUP will be a separate lot or whether it will be a portion of the corner lot. If it is not intended to be a separate platted lot, we will need a metes and bounds description of the area for the CUP.

   Response: The CUP will cover a portion of Lot 1. Attached is "Exhibit A" for the metes and bounds of the CUP area.

2. As we understand, the intent of the CUP to permit truck parking and truck fueling in the CUP area in addition to all other uses allowed in the C-2 district.

   Response: Correct.

3. What kinds of buffers and screening is proposed between the truck parking area and the adjacent multifamily development to the north? Will truck idling be limited? How would noise be mitigated? Will there be any time limits or will idling and traffic occur during all hours. What kind of fencing is proposed along all property boundaries?

   Response: Proposed screening would be either a wood privacy fence or concrete pre-cast panels along with various trees and bushes. Truck idling will not be limited. Noise will be mitigated with screening, trees, and shrubbery. No time limits. The proposed fencing is noted above and will run along the north property line.

105 YMCA Drive · Waxahachie, TX 75165 · www.victrongroup.com
469/517-2000 · Fax 469/517-0137

4. I assume that most of the trucks will back into the parking spaces. Is there enough turning radius to allow trucks in the western-most spaces to exit?

   Response: Yes. We use software to calculate and confirm turn radiuses.

5. We assume that the entire area will be paved in concrete. How will surface runoff be handled?

   Response: Drainage from the site will be captured and conveyed to the existing creek via storm sewer system. Detention is not recommended due to the proximity of the site to the creek and due to the contributing area of the site compared to the overall area of the basin. The area of the site is insignificant compared to the area of the basin. This is consistent with the adjacent multifamily site.

6. There is no storefront or office shown to handle transactions. We assume that this will be done by card or by a manned kiosk. If manned, how will restroom facilities be provided?

   Response: The truck fueling transactions will be handled in the travel center at the trucker's designated counter, and they will use the travel center's restroom facilities.

7. The trash receptacles appear to be located at the southeast corner of the property. Is there sufficient room for a trash truck to get to the dumpsters and leave without conflicting with the truck fueling operation?

   Response: Yes there's sufficient room. We use software to calculate and confirm turn radiuses.

ORDINANCE NO. 746-2021-12

AN ORDINANCE OF THE CITY OF VENUS, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE AND CHANGING THE ZONING FROM AGRICULTURAL (A) TO COMMERCIAL (C-2) ON 12.655 ACRES OF LAND, GENERALLY LOCATED AT THE INTERSECTION WEST OF FM 157 AND NORTH OF HIGHWAY 67; AMENDING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY UP TO $2,000 PER DAY FOR A VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission considered and made recommendations on a certain request for a change of zoning on the above captioned property; and

WHEREAS, this change of zoning is in accordance with the adopted Comprehensive Plan of the City of Venus; and

WHEREAS, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, and general welfare of the City of Venus.

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

SECTION 1. That the above findings are hereby found to be true and correct and are incorporated as if fully set forth herein.

SECTION 2. That the 12.655 acre site generally located at the intersection located to the west of FM 157 and north of Highway 67 and more specifically described in the attached **Exhibits A** and **B** and with a legal description of: 12.655 acres (551,260 square feet) of land in the Radford Berry Survey, Abstract No. 26, Johnson County, Texas; said 12.655 acres (551,260 square feet) of land being a portion of that certain tract of land described in a Assumption Special Warranty Deed to Saldena Properties, L.P. (hereinafter referred to Saldena Properties tract), as recorded in Book 3570, Page 136, Deed Records, Johnson County, Texas (D.R.J.C.T.), is hereby zoned Commercial, specifically, the "C-2" zoning district, and shall be developed and used in accordance with all applicable regulations of the "C-2" Commercial District and the Comprehensive Zoning Ordinance, as amended.

SECTION 3. That the Comprehensive Zoning Ordinance and the Official Zoning Map are hereby amended to reflect the action taken herein. Further, **Exhibit C**, which is incorporated herein

for all purposes as if fully recited, contains the Service Plan negotiated in accordance with Texas law and agreed to by the Applicant and the City.

SECTION 4. That any person, firm or corporation violating a provision of this ordinance, upon conviction, is guilty of an offense punishable as by a fine not to exceed two thousand dollars ($2,000.00) upon conviction in municipal court. Each day the violation continues is a separate violation of this Ordinance.

SECTION 5. That the Zoning Ordinance of the City of Venus, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

SECTION 6. That if any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or its application to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect, for any reason, the validity of the remaining portions of this Ordinance, and the remaining portions shall remain in full force and effect.

SECTION 7. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provide.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS on this 12th day of December, 2021.

APPROVED:

_____
James L. Burgess, Mayor

ATTEST:

_____
Callie Green, City Secretary

EXHIBIT A

EXHIBIT B

EXHIBIT C

Case Report – Conditional Use Permit-Victron
Planning and Zoning Commission – November 18, 2021
City Council - December 13, 2021

To: Planning and Zoning Commission
Mayor and City Council

From: David R. Gattis, FAICP

Request: Consider a conditional use permit for a 2.011-acre in the Radford Berry Survey Abstract No. 26 in Johnson County, generally located northwest of the intersection of US 67 and FM 157, to allow truck fueling and parking within the C-2-Commercial District

---

Owner: Saldena Properties, LP, Waxahachie, TX

Applicant: Victron Energy, Waxahachie, TX

Engineer: Bannister Engineering, Mansfield, TX

Analysis: The applicant is in process of annexing a 12.655-acre tract that they own at the northwest corner of U.S. 67 and FM 157 and have requested that it be zoned C-2-Commercial (see previous case). The developer, Victron Energy, develops gas stations, truck stops, retail centers and food franchises, as well as fuel distribution to retail gas stations. Staff understands that they plan to subdivide the 12.6 acres into nine or ten pad sites with a gas station/convenience store at the intersection. The annexation is schedule for completion on December 13th.

The applicant has requested a conditional use permit for a 2.011-acre portion of the 12.655-acre tract to allow truck fueling and overnight truck parking. Truck fueling and parking is not specifically authorized in the C-2 District, but could be allowed by a conditional use permit. The fueling and parking area will be located behind the other commercial uses planned for the overall 12.6-acre tract but would be immediately adjacent to the Palladium Apartments to the north.

The truck fueling and parking would occur 24 hours a day, and there would be no restrictions on truck idling. The applicant is proposing to install a wood privacy fence and/or concrete precast panel fence along the north property line, along with unspecified "various trees and bushes." The grade between the proposed truck parking and the Palladium property is roughly equal and the Palladium Apartments have a six-foot-high metal fence with 4-inch openings and minimal landscaping (primarily turf.) The nearest multifamily building is approximately 75 feet from the property line, separated by a parking lot.

Staff understands that the truck fueling and parking area will be part of the corner convenience store lot and all transactions and restroom will be provided at the convenience store.

The property is not platted and a plat will need to be approved before the land is subdivided and building permits issued. Staff expects a preliminary plat application in the near future. The truck fueling and parking area will not have direct access to a dedicated street, but will use access easements across other lots. This will be reviewed as part of the preliminary platting process.

Staff's primary concern is with providing adequate buffer between the truck parking area and the apartments. With a conditional use permit, the City can require additional conditions to mitigate any adverse impacts. Staff recommends the following conditions be imposed:

1. An eight-foot concrete (masonry) wall be installed along the north property line to mitigate noise and views. Staff notes that a wood fence or vegetation alone is not a good noise buffer. The eight-foot screening wall will not completely screen the truck trailers from view, but will provide some mitigation of ruck noise.
2. That a landscape buffer be provided outside of the screening wall. The Zoning ordinance calls for a 20-foot-wide landscape buffer adjacent to multi-family developments (Zoning Section 34-144(h) with evergreens planted at six-foot intervals. Staff believes that a 10-foot wide bufferyard with canopy trees planted at 100-foot intervals would be sufficient.

Staff Recommendation:

Staff recommends, after holding a public hearing, that the Planning and Zoning Commission recommend that the City Council approve the conditional use permit for 2.011 acres of newly-annexed territory C-2-Commercial District to allow truck fueling and truck parking, subject to the following conditions:

1. An eight-foot (8') masonry screening wall be constructed ten-foot off of the north property line and the CUP area, and
2. That a 10-foot-wide landscape buffer be provided between the screening wall and the property line to include one canopy tree, two understory trees and eight shrubs per 100 linear feet.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission held a public hearing on this matter at their November 18th meeting and, after considerable discussion regarding the appropriateness of truck fueling and parking at that location, unanimously recommended denial of the conditional use permit to allow truck fueling and parking on a 2.011-acre site within the R. Berry Survey A-26.

Sample Motion: I move to recommend that the City Council approve/deny the Conditional Use Permit for 2.011 acres of newly-annexed territory zoned C-2-Commercial District to allow truck fueling and truck parking. [If the motion is to grant the conditional use permit, specify what conditions shall apply.]

Attachments:

Site Plan
Applicant's response to staff comments

LOT 1
4.63 ACRES
LOT 2
.95 ACRE
LOT 3
.95 ACRE
LOT 4
.95 ACRE
LOT 5
.95 ACRE
LOT 6
1.09 ACRES
LOT 7
1.29 ACRES
LOT 8
.93 ACRE
LOT 9
.9 ACRE
C-STORE / QSR
TOTAL BUILDING
8,733 SF
DRIVE THRU LANE
DRIVE THRU LANE
MENU BOARD
CONDITIONAL USE PERMIT AREA
TRUCK PARKING & FUELING
PROPOSED SIGNAGE LOCATION
FUTURE SHARED ACCESS
FOUND TEXAS DEPARTMENT OF TRANSPORTATION DISK
FOUND TEXAS DEPARTMENT OF TRANSPORTATION DISK
FOUND TEXAS DEPARTMENT OF TRANSPORTATION DISK
FOUND 1/2" CAPPED IRON ROD STAMPED "RPLS 5101 BEARS N60°48' 47"E 1.27' FROM PROPERTY CORNER
FOUND 1/2" IRON ROD
IRS
S24° 12' 03"E 185.34'
S30° 28' 46"E 80.48'
S26° 56' 16"W 37.72'
BEGINNING OF PLACE
S30° 35' 57"E 374.21'
S29° 12' 45"E 233.71'
S24° 20' 13"W 293.62'
S30° 13' 18"E 39.95'
S62° 59' 02"W 693.42'
N60° 48' 47"E 632.00'
N27° 51' 31"E 288.09'
N19° 04' 09"E 187.25'
N21° 14' 35"E 229.65'
S84° 00' 09"W 241.08'
N79° 17' 54"W 34.65'

November 9, 2021

Response Letter to Comments Received 11/2/21 -
Annexation, Zoning, CUP (Hwy 67 & FM157 – 12.655 Acres)

Zoning Change:

1. The plan is to rezone the newly-annexed territory to C-2-Commercial. The only potential conflict is the adjacent multi-family zoning for Palladium. The property across FM 157 is mostly C-1-Commercial (with a small area of AG-Agricultural, while the property across U.S. 67 is a mix of C1-Commercial and R-1-Single Family Residential.

   Response: Our development will be designed and built to compliment all the surrounding areas that will include a screening wall, fencing, and landscaping for buffering.

Conditional Use Permit:

1. Please clarify whether the area covered by the CUP will be a separate lot or whether it will be a portion of the corner lot. If it is not intended to be a separate platted lot, we will need a metes and bounds description of the area for the CUP.

   Response: The CUP will cover a portion of Lot 1. Attached is "Exhibit A" for the metes and bounds of the CUP area.

2. As we understand, the intent of the CUP to permit truck parking and truck fueling in the CUP area in addition to all other uses allowed in the C-2 district.

   Response: Correct.

3. What kinds of buffers and screening is proposed between the truck parking area and the adjacent multifamily development to the north? Will truck idling be limited? How would noise be mitigated? Will there be any time limits or will idling and traffic occur during all hours. What kind of fencing is proposed along all property boundaries?

   Response: Proposed screening would be either a wood privacy fence or concrete pre-cast panels along with various trees and bushes. Truck idling will not be limited. Noise will be mitigated with screening, trees, and shrubbery. No time limits. The proposed fencing is noted above and will run along the north property line.

105 YMCA Drive · Waxahachie, TX 75165 · www.victrongroup.com
469/517-2000 · Fax 469/517-0137

4. I assume that most of the trucks will back into the parking spaces. Is there enough turning radius to allow trucks in the western-most spaces to exit?

   Response: Yes. We use software to calculate and confirm turn radiuses.

5. We assume that the entire area will be paved in concrete. How will surface runoff be handled?

   Response: Drainage from the site will be captured and conveyed to the existing creek via storm sewer system. Detention is not recommended due to the proximity of the site to the creek and due to the contributing area of the site compared to the overall area of the basin. The area of the site is insignificant compared to the area of the basin. This is consistent with the adjacent multifamily site.

6. There is no storefront or office shown to handle transactions. We assume that this will be done by card or by a manned kiosk. If manned, how will restroom facilities be provided?

   Response: The truck fueling transactions will be handled in the travel center at the trucker's designated counter, and they will use the travel center's restroom facilities.

7. The trash receptacles appear to be located at the southeast corner of the property. Is there sufficient room for a trash truck to get to the dumpsters and leave without conflicting with the truck fueling operation?

   Response: Yes there's sufficient room. We use software to calculate and confirm turn radiuses.

JACOB MARTIN

INTEGRITY
EXCELLENCE
TRUST

November 15, 2021

Mr. Troy Hopkins
Public Works Director
City of Venus
700 West Highway 67
Venus, Texas 76084

Re: SCADA Improvements

Dear Mr. Hopkins:

We have reviewed the bids for the above referenced project and I have enclosed a bid tabulation showing the breakdown of the bids. There were four bids received and three accepted. One bid was not accepted because it did not comply with the bidding procedures. The low bid was submitted by Dedicated Controls in the amount of $161,120.00 for the base bid. Deductible alternates were also taken and the deductible alternate bid for Dedicated Controls was $59,800.00. The base bid included eleven sites and the deductible alternate included the elimination of four of the smaller sites as well as a flow meter at the pump station in town. Some of the sites included with the base bid have since been included with improvements to be performed by developers. These include the Main Lift Station, Meadow Ridge Lift Station, the Prison Lift Station, and the South CR 213 Lift Station. Removing these sites and the flow meter at the pump station will reduce the base bid by $65,590.00, bringing the total proposed contract amount to $96,310. This would require accepting one of the deductible alternate and execution of a change order. The bids were worded as to allow the City flexibility in the items that are accepted. Therefore, we would recommend accepting the low bid with the described adjustments, and awarding the contract to Dedicated Controls for the amount of **$96,310.00**.

Assuming Council concurs, we will begin preparing executable contract documents. Please feel free to contact me if you have any questions or concerns.

Sincerely,

Derek Turner, P.E.
JACOB | MARTIN

Enclosure

325.695.1070
817.594.9880
info@jacobmartin.com
www.jacobmartin.com
3465 Curry Lane
Abilene, TX 76906
1508 Santa Fe, Suite 203
Weatherford, TX 76086
TBPE Firm #: 2448 | TBAE Firm #: BR 2261 | TBPLS Firm #: 10024300 – Abilene | TBPLS Firm #: 10193992 - Weatherford

City of Venus
SCADA Improvements
Bid Date: September 21, 2021

BID TABULATION

JACOB MARTIN
Weatherford, Texas

BASE BID SCHEDULE

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:

Item #	Item Description	Quantity	Unit	Dedicated Controls, LLC P.O. Box 100 Evant, TX 76525 Unit Price	Total		TMT Solutions 4041 FM 1978 San Marcos, TX 78666 Unit Price	Total		General Control Systems, Inc 17 Corporate Circle Albany, NY 12203 Unit Price	Total	
1	SCADA Site 4 (All components except flow	1	LS	$ 16,750.00	$ 16,750.00		$ 25,319.00	$ 25,319.00		$ 47,721.35	$ 47,721.35	
2	4" Flow Meter (per specifications - installed)	1	LS	$ 9,750.00	$ 9,750.00		$ 24,225.00	$ 24,225.00		$ 17,408.13	$ 17,408.13	
3	SCADA Site 5 (All components)	1	LS	$ 14,780.00	$ 14,780.00		$ 25,484.00	$ 25,484.00		$ 36,682.35	$ 36,682.35	
4	SCADA Site 6 (All components)	1	LS	$ 14,750.00	$ 14,750.00		$ 12,255.00	$ 12,255.00		$ 37,533.35	$ 37,533.35	
5	SCADA Site 7 (All components)	1	LS	$ 14,530.00	$ 14,530.00		$ 11,130.00	$ 11,130.00		$ 34,192.35	$ 34,192.35	
6	SCADA Site 8 (All components)	1	LS	$ 14,125.00	$ 14,125.00		$ 12,255.00	$ 12,255.00		$ 34,841.35	$ 34,841.35	
7	SCADA Site 9 (All components)	1	LS	$ 13,260.00	$ 13,260.00		$ 11,130.00	$ 11,130.00		$ 35,728.35	$ 35,728.35	
8	SCADA Site 10 (All components)	1	LS	$ 13,125.00	$ 13,125.00		$ 12,255.00	$ 12,255.00		$ 34,127.35	$ 34,127.35	
9	SCADA Site 11 (All components)	1	LS	$ 12,925.00	$ 12,925.00		$ 12,255.00	$ 12,255.00		$ 34,841.35	$ 34,841.35	
10	SCADA Site 12 (All components)	1	LS	$ 12,750.00	$ 12,750.00		$ 12,255.00	$ 12,255.00		$ 34,841.35	$ 34,841.35	
11	SCADA Site 13 (All components)	1	LS	$ 12,250.00	$ 12,250.00		$ 12,255.00	$ 12,255.00		$ 34,841.35	$ 34,841.35	
12	SCADA Site 14 (All components)	1	LS	$ 12,125.00	$ 12,125.00		$ 12,255.00	$ 12,255.00		$ 34,841.35	$ 34,841.35	
TOTAL BASE BID (Items 1 - 12)					**$ 161,120.00**	*		**$ 183,073.00**			**$ 417,599.98**	*

DEDUCTIBLE ALTERNATE BID

Item #	Item Description	Quantity	Unit	Unit Price	Total		Unit Price	Total		Unit Price	Total	
DA1	Delete Flow Meter	1	LS	$ 9,750.00	$ 9,750.00		$ 2,100.00	$ 2,100.00		$ 13,662.78	$ 13,662.78	
DA2	Delete SCADA Site 11	1	LS	$ 12,925.00	$ 12,925.00		$ 12,255.00	$ 12,255.00		$ 31,096.00	$ 31,096.00	
DA3	Delete SCADA Site 12	1	LS	$ 12,750.00	$ 12,750.00		$ 12,255.00	$ 12,255.00		$ 31,096.00	$ 31,096.00	
DA4	Delete SCADA Site 13	1	LS	$ 12,250.00	$ 12,250.00		$ 12,255.00	$ 12,255.00		$ 31,096.00	$ 31,096.00	
DA5	Delete SCADA Site 14	1	LS	$ 12,125.00	$ 12,125.00		$ 12,255.00	$ 12,255.00		$ 31,096.00	$ 31,096.00	
TOTAL DEDUCTIBLE ALTERNATE BID (Items DA1 - DA5)					**$ 59,800.00**			**$ 51,120.00**			**$ 138,046.78**	*

(*) = Extension error

ORDINANCE NO. 744-2021-12

AN ORDINANCE OF THE CITY OF VENUS, TEXAS, CREATING A FIRE DEPARTMENT; CREATING THE POSITION OF FIRE CHIEF; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; ESTABLSHING DUTIES AND COMPENSATION FOR MEMBERS OF THE FIRE DEPARTMENT; PROHIBITING THE HINDERING OF FIRE OPERATIONS AND PROVIDING A PENALTY FOR VIOLATING SAME; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Local Governmental Code empowers the City to enact fire codes and regulations and provide for their administration, enforcement, and amendment; and

WHEREAS, the regulation of fire related issues in all residences, all commercial and other buildings and building construction by the City of Venus is necessary to protect the public health and welfare; and

WHEREAS, the City Council deems it necessary to create and establish a fire department and the creation of same will promote the health, safety and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS SUBJECT TO THE APPLICABLE STATE LAWS:

SECTION 1. A fire department (hereinafter "the Department") for the City is hereby created and established in order to provide for the protection of life and property in hazardous situations, for the giving of aid, and for the suppression and prevention of fire, and to provide emergency medical services. Any reference in this Code to the department of public safety involving the fire prevention or suppression function shall be construed as a reference to the fire department.

SECTION 2. Powers and duties of Fire Chief

(a) The fire chief shall be fully responsible to the City Council and shall serve at their pleasure. The fire chief shall keep such records and make such reports concerning the activities of the department as may be required by law or by the City Council. The fire chief shall be responsible for the performance of the fire department and emergency medical services and of its functions and shall plan and administer the municipal public safety program involving fire prevention and suppression and emergency medical services. The chief shall be responsible for

the control and custody of all fire department and emergency medical services property and equipment.

(b) The fire chief shall enforce the rules and regulations of the fire department and promote discipline in the fire department. The fire chief shall have the power to suspend any subordinate officers, members, or employees of the department for violation of such rules and regulations, as stated in the city personnel administration and financial policies and procedures manual, as now or hereafter amended, and the civil service rules and regulations, as now or hereafter amended. The chief shall diligently observe the condition and workings of the fire department at all times. In the absence of the chief, the chief's designee, subject to approval of the city manager, shall assume the duties of the fire chief.

SECTION 3. It shall be the duty of the members of the fire department to provide for the immediate response to all fire calls and emergency medical services calls and to fight all fires and provide emergency medical services in accordance with all current local, state, and federal regulations. Members shall see to the care and maintenance of all firefighting and emergency medical services equipment and have such equipment in constant workable condition at all times. Every possible action shall be taken by the members of the fire department to eliminate fire hazards and to provide for fire prevention methods and operations within the municipality.

SECTION 4. Compensation for members of the fire department shall be set by the city council.

SECTION 5. Hindering Fire Operations

(a) It shall be unlawful for any person or persons not a member of said department to interfere with or in any manner hinder any member or employee of said department in the discharge of his duties as such.

(b) It shall be unlawful for any person or persons not a member of said department to handle or in any way interfere with any of the apparatus belonging to or used by said department, while traveling to or returning from a fire, or while standing in the department quarters, at any time, unless such person or persons is requested to do so by the chief or other duly authorized officer of said department.

(c) Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or resists the enforcement of any of the provisions of this Ordinance shall be fined

not more than Five Hundred Dollars ($500.00) nor less than One Dollar ($1.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6. That the recitals to this Ordinance are hereby incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

DULY PASSED by the City Council of the City of Venus, Texas, on the 13th day of December 2021.

APPROVED:

_____
James L. Burgess, Mayor

ATTEST:

_____
Callie Green, City Secretary

ORDINANCE NO. 747-2021-12

AN ORDINANCE OF THE CITY OF VENUS, TEXAS, CREATING THE POSITION OF FIRE MARSHAL; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; ESTABLSHING DUTIES AND COMPENSATION FOR THE POSITION OF FIRE MARRSHAL; PROHIBITING FAILING TO OBEY LAWFUL ORDERS OF THE FIRE MARSHAL; AND PROVIDING A PENALTY FOR VIOLATING SAME PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 22.071, *et. seq* of the Texas Local Governmental Code empowers the City to enact fire codes and regulations and provide for their administration, enforcement, and amendment; and

WHEREAS, the regulation of fire related issues in all residences, all commercial and other buildings and building construction by the City of Venus is necessary to protect the public health and welfare; and

WHEREAS, the City Council deems it necessary to create and establish the position of Fire Marshal who shall inspect, regulate and ensure compliance and the creation of same will promote the health, safety and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS SUBJECT TO THE APPLICABLE STATE LAWS:

SECTION 1. The office of fire marshal is hereby created. Such office shall be independent of other city departments, the fire marshal reporting directly to the mayor and city council. Such office shall be filled by appointment by the city council. The said fire marshal shall serve at the pleasure of the city council.

SECTION 2. Powers and duties of Fire Marshal

The fire marshal shall investigate the cause, origin and circumstances of every fire occurring within this city by which property has been destroyed or damaged, and shall especially make investigation as to whether such fire was the result of carelessness or design. Such investigation shall be begun within 24 (twenty-four) hours, of the occurrence of such fire. The fire marshal shall keep in his office a record of all fires, together with all facts, statistics and circumstances, including the origin of the fires and the amount of the loss, which may be determined by the investigation required by this division.

SECTION 3. The fire marshal, when in his opinion further investigation is necessary, shall take or cause to be taken the testimony, on oath, of all persons supposed to be cognizant of any facts or to have means of knowledge in relation to the matter under investigation, and shall cause the same to be reduced to writing; and if he shall be of the opinion that there is evidence sufficient to charge any person with the crime of arson, or with the attempt to commit the crime of arson, or of conspiracy to defraud, or criminal conduct in connection with such fire, he shall cause such person to be lawfully arrested and charged with such offense or either of them, and shall furnish to the proper prosecuting attorney all such evidence, together with the names of witnesses and all of the information obtained by him, including a copy of all pertinent and material testimony taken in this case.

The fire marshal shall have the power to summon witnesses before him to testify in relation to any matter which is by the provisions of this division a subject of inquiry and investigation, and may require the production of any book, paper or document deemed pertinent thereto. The said fire marshal is hereby authorized and empowered to administer oaths and affirmations to any persons appearing as witnesses before him.

SECTION 4. Any witness who refuses to be sworn, or who refuses to appear or testify, or who disobeys any lawful order of said fire marshal, or who fails or refuses to produce any book, paper or document touching any matter under examination, or who is guilty of any contemptuous conduct during any of the proceedings of the fire marshal in the matter of said investigation or inquiry, after being summoned to give testimony in relation to any matter under investigation as aforesaid, shall be deemed guilty of a misdemeanor; and it shall be the duty of the fire marshal to cause all such offenders to be prosecuted. Any person being convicted of any such misdemeanor shall be fined in a sum not exceeding $500.00; provided, however, that any person so convicted shall have the right of appeal.

SECTION 5. All investigations held by or under the direction of the fire marshal may, in his discretion, be private, and persons other than those required to be present may be excluded from the place where such investigation is held, and witnesses may be kept separate and apart from each other and not allowed to communicate with each other until they have been examined.

SECTION 6. The fire marshal shall have the authority at all times of day or night, when necessary, in the performance of the duties imposed upon him by the provisions of this division, to enter upon and examine any building or premises where any fire has occurred, and other

buildings or premises adjoining or near the same, which authority shall be exercised only with reason and good discretion.

SECTION 7. The fire marshal, upon complaint of any person having an interest in any building or property adjacent and without any complaint, shall have a right at all reasonable hours, for the purpose of examination, to enter into and upon all buildings and premises within the city, and it shall be his duty, monthly or more often, to enter upon and make or cause to be entered and made, a thorough examination of all mercantile, manufacturing and public building or other structure which, for want of repair, or by reason of age or dilapidated condition, or for any cause, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein, and whenever he shall find an improper or dangerous arrangement of stoves, ranges, furnaces or other heating appliances of any kind whatsoever, including chimneys, flues, and pipes with which the same may be connected, or a dangerous arrangement of lighting devices or systems, or a dangerous or unlawful storage of explosives, compounds, petroleum, gasoline, kerosene, dangerous chemicals, vegetable products, ashes, combustible, inflammable and refuse materials, or other conditions which may be dangerous in character or liable to cause or promote fire or create conditions dangerous to the firefighters or occupants, he shall order the same to be removed or remedied, and such order shall be forthwith complied with by the owner or occupant of such building or premises; provided, however, that if said owner or occupant deems himself aggrieved by such order, he may, within five days, appeal to the mayor, who shall investigate the cause of the complaint, and unless by his authority the order is revoked, such order shall remain in force and be forthwith complied with by said owner or occupant. At the end of each month, the fire marshal shall report to the state fire marshal all existing hazardous conditions, together with separate report on each fire in the city during the month.

SECTION 8. That the recitals to this Ordinance are hereby incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

SECTION 9. Any ordinance of the City of Venus in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Venus not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 10. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole.

SECTION 11. The City Secretary of the City of Venus, Texas, is hereby directed to publish this ordinance in the official newspaper of the City of Venus, Texas.

DULY PASSED by the City Council of the City of Venus, Texas, on the 13th day of December 2021.

APPROVED:

_____
James L. Burgess, Mayor

ATTEST:

_____
Callie Green, City Secretary

Case Report – Planned Development Site Plan-Heritage Hills Multifamily
Planning and Zoning Commission – November 18, 2021 (continued from October 28, 2021)
City Council - December 13, 2021 (continued from November 8, 2021)

To: Planning and Zoning Commission
Mayor and City Council

From: David R. Gattis, FAICP

Request: Consider a Planned Development Site Plan for Heritage Hills Multifamily

---

Applicant: Shaw Development Group, Dallas, TX

Engineer: Development Engineering Consultants, LLC, Frisco, TX

Existing Zoning: PD-Planned Development

Existing Use: vacant

Analysis: Heritage Hills was zoned Planned Development by Ordinance 660-2018-06 in 2018. The 25.44-acre portion of the property located south of Phase 1 of the duplex area, but north of the electric transmission line, was designated as Multifamily and the PD Ordinance established a set of development standards for multifamily development. The proposed Planned development Site Plan shows a total of 600 multifamily units, with a mix of one-, two-, and three-bedroom units. Phase 1 includes 290 units while Phase 2 includes 310 units. The total project has a density of 23.6 dwelling units per acre, which meets the limit of 25 d.u./ac allowed in the PD Ordinance. The multifamily units are included in a total of 22 separate three-story buildings.

The property was not included in the previous preliminary plats for Heritage Hills and will need to be platted prior to construction.

Staff has requested that the applicant provide building "elevation views or renderings indicating architectural design; building materials proposed and window orientations; number of stories, in height and feet; gross floor area; and location of entrances and exits" as required by Section 34-60(c)(4)(d) of the Zoning Ordinance. The applicant has responded that the building elevations will comply with the PD Ordinance and the building elevations "will be provided upon completion."

The project will have three points of access onto Heritage Hills Parkway. The staff has requested a traffic impact analysis (TIA). The applicant reports that a TIA has been prepared but was not provided to City staff. Each of the drives will be gated. Staff has questioned whether a left-turn lane needs to be provided on Heritage Hills Parkway to enter the project. The applicant states that the TIA does not show the need for a left-turn lane, but has not provided that data for evaluation by the City. As long as the TIA does not show the need for any changes in the site plan, the TIA can be postponed until the platting process.

A portion of the property lies within the 100-year floodplain of West Soap Creek. All of the proposed buildings have been located outside of the floodplain. Internal drainage will be addressed during the platting process.

The Landscape Plan provides a line of trees along the street frontage and along the existing wooden fence along the north side of the property adjacent to the duplexes. A variety of planting are provided internal to the project and it appears that the landscaping provided complies with the requirements of the PD Ordinance.

Additional Review:

The Planning and Zoning Commission continued this item until November 18th, pending receipt of the building elevations. The City Council also continued this item. The building elevations were received on November 11th (see attached.) The elevations indicate a mix of stone veneer and fiber cement siding (like Hardie Plank). The stone veneer is at least 70 percent of the total elevation, which meets the masonry requirement in the PD Regulations. The roof is shown as a mix of asphalt composite shingles and metal roofing. The "building facades fronting on the bordering street (Heritage Hills Parkway) and power line shall include some design consideration such as porches or patios to provide residential compatibility" has been met, though minimally. The elevations now show the gross floor area of each building as required by the Ordinance.

Staff Recommendation:

Staff recommends that the P&Z approve the Planned Development Site Plan for the Heritage Hills Multifamily, Phases 1 and 2, as approved.

Planning and Zoning Commission Recommendation:

After considering the revised submittal at their November 18th meeting, the Planning and Zoning Commission unanimously recommend the approval of the Planned Development Site Plan for the Heritage Hills Multifamily area, Phase 1 and 2.

Sample Motion:

I move to approve the Planned Development Site Plan for the Heritage Hills Multifamily area, Phase 1 and 2, as presented.

SITE DATA

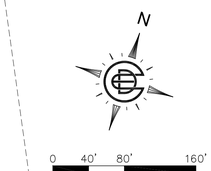
	REQUIRED/ALLOWED	PROVIDED - PHASE 1	PROVIDED - PHASE 2	TOTAL
LOT AREA:		12.33 AC (537,067 SF)	13.11 AC (571,004 SF)	25.44 AC (1,108,071 SF)
ZONING:	PD (ORD. 660-2018-06)		PD (ORD. 660-2018-06)	
CURRENT USE:		UNDEVELOPED	UNDEVELOPED	UNDEVELOPED
PROPOSED USE:		MULTI-FAMILY	MULTI-FAMILY	MULTI-FAMILY
MAX BUILDING HEIGHT:	55 FT / 4 STORY	3 STORY	3 STORY	3 STORY
BUILDING AREA:		317,114 SF	262,073	579,187 SF
LOT COVERAGE:		10.1%	9.5%	19.6%
FLOOR AREA RATIO:		0.29:1	0.24:1	0.52:1
DENSITY:	25 UNITS/AC	11.4 UNITS/AC	12.2 UNITS/AC	23.6 UNITS/AC
PARKING COUNT:	1,074	553	531	1,084
ACCESSIBLE SPACES :	22	32	25	57
PARKING RATIO:	1.5 / UNIT (1 BD), 2.0 / UNIT (2 BD) 2.5 / UNIT (3 BD)	1.9 / UNIT	1.7 / UNIT	1.8 / UNIT
IMPERVIOUS AREA:		407,533 SF	315,070 SF	722,623 SF

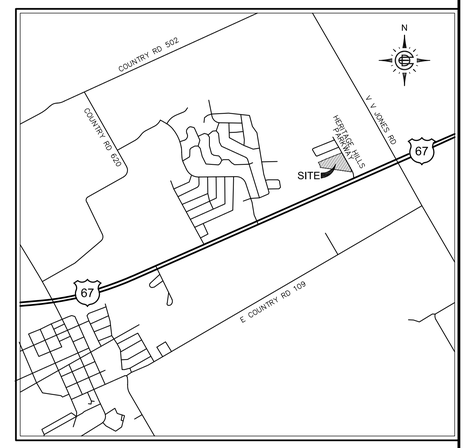
PHASE 1 BUILDING DATA

UNIT	AREA PER UNIT	BUILDINGS 1	2	3	4	5	6	7	8	9	10	11	CLUB	MAINT/LAUN	TOTAL
1 BEDROOM APARTMENT	693 - 817 SF	8	8	8	0	24	22	24	0	0	22	0			116
2 BEDROOM APARTMENT	932 - 1,008 SF	12	12	12	12	12	12	12	12	12	12	12			132
3 BEDROOM APARTMENT	1,078 - 1,130 SF	0	0	0	10	0	0	0	10	12	0	10			42
TOTAL UNITS		20	20	20	22	36	34	36	22	24	34	22			290
TOTAL ENCLOSED FLOOR AREA (SF)		23,735	23,735	23,735	24,801	34,285	32,652	34,285	24,801	27,066	32,652	25,233	7,150	2,984	317,114
BUILDING FOOTPRINT (SF)		7,912	7,912	7,912	8,267	11,428	10,884	11,428	8,267	9,022	10,884	8,411	7,150	2,984	112,461
MAXIMUM BUILDING HEIGHT (FT)		-	-	-	-	-	-	-	-	-	-	-	-	-	

PHASE 2 BUILDING DATA

UNIT	AREA PER UNIT	UNITS
1 BEDROOM APARTMENT	693 - 817 SF	178
2 BEDROOM APARTMENT	932 - 1,008 SF	132
3 BEDROOM APARTMENT	1,078 - 1,130 SF	0
TOTAL UNITS		310
TOTAL ENCLOSED FLOOR AREA (SF)		262,073
BUILDING FOOTPRINT (SF)		105,195





VICINITY MAP
N.T.S.

SITE PLAN

HERITAGE HILLS MULTI-FAMILY

NWC U.S. HWY 67 & HERITAGE HILLS PARKWAY

CITY OF VENUS, ENNIS COUNTY, TEXAS

APPLICANT
DEVELOPMENT
ENGINEERING
CONSULTANTS
2591 DALLAS PARKWAY,
SUITE 300
FRISCO, TEXAS 75034
972-731-4354
CONTACT: DANIEL STEWART

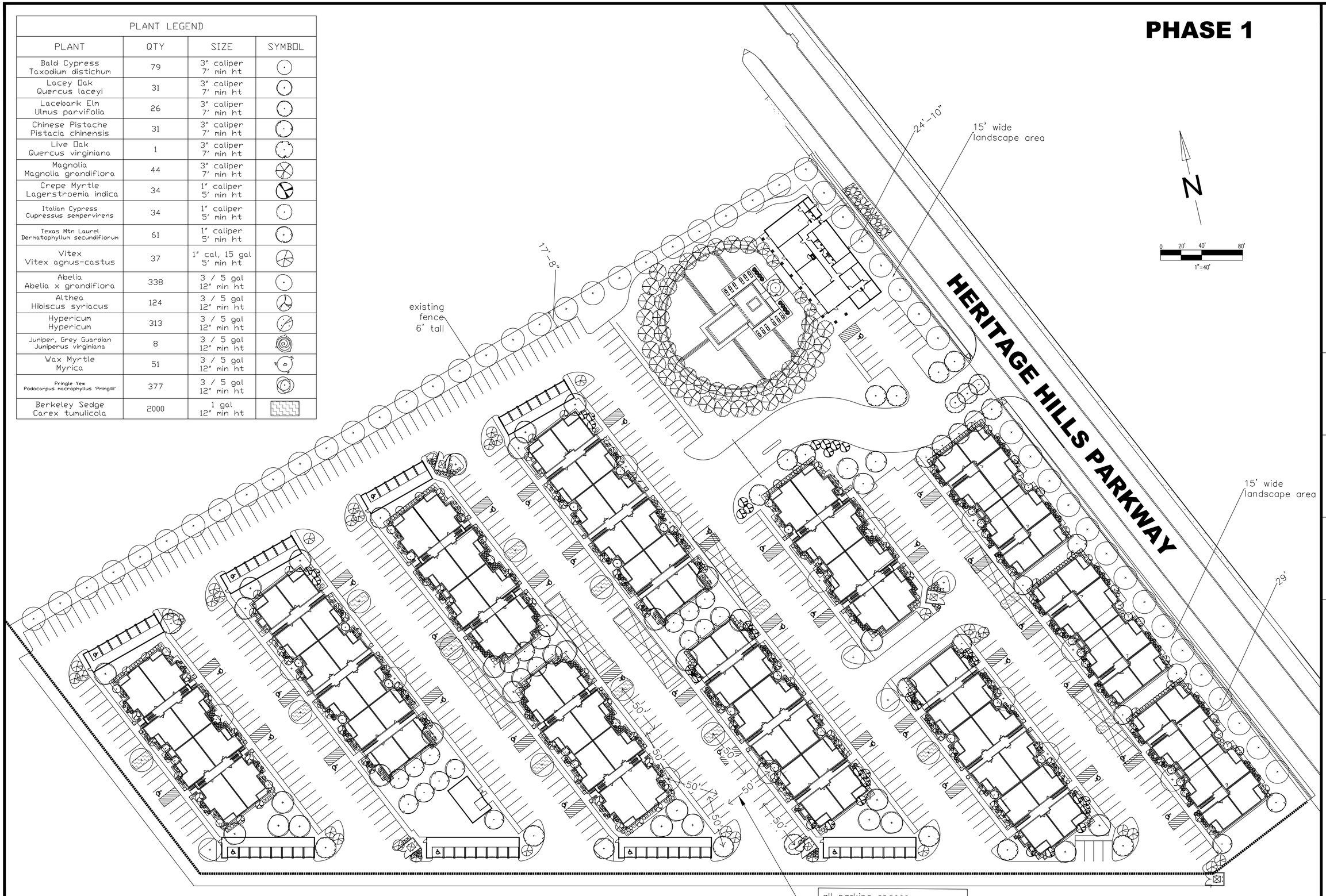
DESIGN
DEC
2591 DALLAS PARKWAY, SUITE 300
FRISCO, TEXAS 75034
972-731-4354
TBPE FIRM NO. F-20255

ISSUE DATE	DEC FILE NO.
10/20/21	10551
CITY FILE NO.	SHEET NO.
-	C2.1

P:\JOB FILES\10551 - Heritage Hills MF\DWG\10551- SITE PLAN.dwg, 10/20/2021 4:07:40 PM, Ricky Lindley, 1:1

PHASE 1

PLANT LEGEND			
PLANT	QTY	SIZE	SYMBOL
Bald Cypress Taxodium distichum	79	3" caliper 7' min ht	
Lacey Oak Quercus laceyi	31	3" caliper 7' min ht	
Lacebark Elm Ulmus parvifolia	26	3" caliper 7' min ht	
Chinese Pistache Pistacia chinensis	31	3" caliper 7' min ht	
Live Oak Quercus virginiana	1	3" caliper 7' min ht	
Magnolia Magnolia grandiflora	44	3" caliper 7' min ht	
Crepe Myrtle Lagerstroemia indica	34	1" caliper 5' min ht	
Italian Cypress Cupressus sempervirens	34	1" caliper 5' min ht	
Texas Mtn Laurel Dermatophyllum secundiflorum	61	1" caliper 5' min ht	
Vitex Vitex agnus-castus	37	1" cal, 15 gal 5' min ht	
Abelia Abelia x grandiflora	338	3 / 5 gal 12" min ht	
Althea Hibiscus syriacus	124	3 / 5 gal 12" min ht	
Hypericum Hypericum	313	3 / 5 gal 12" min ht	
Juniper, Grey Guardian Juniperus virginiana	8	3 / 5 gal 12" min ht	
Wax Myrtle Myrica	51	3 / 5 gal 12" min ht	
Pringle Yew Podocarpus macrophyllus 'Pringlii'	377	3 / 5 gal 12" min ht	
Berkeley Sedge Carex tumulicola	2000	1 gal 12" min ht	



David Rolston
Registered Landscape Architects
The Meadows Building
5646 Milton # 329
Dallas, Tx 75206
phone: 214.824.6333
fax: 214.204.9270
www.dallasgardens.com

Date: 08/20/21

Revisions:

Scale: 1"=40'

Shaw Apartments
Heritage Hills Pkwy & US 67
Venus, TX 76084

PLANT LEGEND			
PLANT	QTY	SIZE	SYMBOL
Bald Cypress Taxodium distichum	50	3" caliper 7' min ht	
Lacey Oak Quercus laceyi	11	3" caliper 7' min ht	
Lacebark Elm Ulmus parvifolia	37	3" caliper 7' min ht	
Chinese Pistache Pistacia chinensis	12	3" caliper 7' min ht	
Magnolia Magnolia grandiflora	17	3" caliper 7' min ht	
Crepe Myrtle Lagerstroemia indica	19	1" caliper 5' min ht	
Italian Cypress Cupressus sempervirens	96	1" caliper 5' min ht	
Texas Mtn Laurel Dermatophyllum secundiflorun	68	1" caliper 5' min ht	
Vitex Vitex agnus-castus	30	1" cal, 15 gal 5' min ht	
Abelia Abelia x grandiflora	670	3 / 5 gal 12" min ht	
Althea Hibiscus syriacus	111	3 / 5 gal 12" min ht	
Hypericum Hypericum	211	3 / 5 gal 12" min ht	
Juniper, Grey Guardian Juniperus virginiana	8	3 / 5 gal 12" min ht	
Fringe Tex Podocarpus macrophyllus 'Pringlif'	384	3 / 5 gal 12" min ht	
Berkeley Sedge Carex tumulicola	2000	1 gal 12" min ht	

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www.dallasgardens.com

Date: 10/18/21

Revisions:

Scale: 1"=60'

Shaw Apartments
Heritage Hills Pkwy & US 67
Venus, TX 76084

October 20, 2021

Mr. Dave Gattis
City of Venus
700 W. US Highway 67
Venus, Texas 76084

Re: Site Plan Comment Responses
Heritage Hills Multi-Family
NWQ US 67 & Heritage Hills Parkway
DEC No. 10551

Dear Dave:

The Site Plan for the referenced project have been revised to address review comments from the City of Venus received on October 11, 2021. Below is a summary of how each comment was addressed.

Comment	Response
SITE PLAN – SHEET C2.1	
1. The PD Site Plan is being evaluated against PD Ordinance No. 660-2018-06. Any criteria not addressed by the PD Ordinance are evaluated against the City of Venus Zoning Ordinance and Subdivision Ordinance.	Comment acknowledged.
2. Please clarify the acreage of Phase I, Phase II and the remainder the tract. Please clarify the differences between the "Provided – Phase I" and "Full Build out" columns in the Site Data table. I assume that Full Buildout includes both Phase I and Phase II.	Added a column showing data for Phase 2 and re-named "Full Buildout" column to Total, which includes both phases.
3. Please provide "elevation views or renderings indicating architectural design", proposed building materials (PD Ordinance calls for 70 percent masonry) and window orientation, and locations of building entrances and exits.	Elevations are intended to meet PD requirements and will be provided upon completion.
4. Please provide dimensions and proposed construction of proposed drives and parking spaces. Please note that fire lanes with fire hydrants shall be 26-feet wide. Please show the curve radii for each turn of the fire lane.	Added labels and dimensions
5. Will entrances be open or gated?	Gated. Added labels.

6. We note a proposed 5-foot sidewalk along Heritage Hills Parkway. Please show it extending to the south drive approach. Please show how pedestrians may enter the facility.	Extended sidewalk.
7. Please show the proposed fire hydrant locations on the site plan and/or the water and sanitary sewer layout.	Added hydrants to both plans.
LANDSCAPE PLAN	
8. Please add a scale and north arrow.	Added scale and north arrow.
9. No screening is shown along the north property line between the multi-family and the four-plexes to the north. At a minimum, a six-foot fence shall be shown along with a 20-foot wide landscaped buffer. We note that the PD Ordinance does not require fencing along property lines. The PD Ordinance also calls for trees to be planed every 30 feet adjacent to property zoned single family (including four-plexes.)	Added trees along the north side and labeled the existing fencing. There is no minimum dimension for the landscape requirement in the PD other than what is adequate to support the required trees.
10. Most of the species call-outs are too small to read. Please provide a key to the plant types.	Added plant legend.
11. Please show a 15-foot wide landscape area along the Heritage Hills Parkway frontage.	Labeled the landscape buffer along Heritage Hills.
12. Please demonstrate that every parking space is within 50 feet of an overstory tree and within 20 feet of a landscaped area.	Added note to confirm distance requirement as well as some representative dimensions. Dimensioning the entire plan decreased clarity.
ENGINEERING	
1. Verify capacity in Lift Station (LS) for apartment buildings. If capacity does not exist, upgrades to the LS will be required.	Capacity has been confirmed for Phase 1 units. Plans are being prepared to make upgrades required to serve all of Phase 2. Those upgrades will be complete prior to submitting plans for Phase 2 at a later date.
2. If not detaining storm water, LOMR previously completed for this reach may need updated due to the increased development within the basin. a. They did submit a drainage area map, drainage tables and profiles. So it appears they have an idea of this requirement. A full flood study will be required to be submitted during the design review phase.	Flood study will be submitted with site work plans.

3. Drainage easement along north property line is being paved over. I believe it was just collecting water from this site. However, if it is collecting or conveying any off-site water, they will be required to design and construct adequate facilities to accommodate the off-site run-off.	Off-site water will be accounted for with the drainage design.
4. Will the roadway proposed with Heritage Hills Phase 2 be in service when this project is done? Otherwise, this is a lot more traffic dependent on a single access point to US 67.	It's unclear what proposed roadway this is referencing, but a Traffic Impact Analysis shows that improvements are not required.
5. Fire chief shall review fire hydrant spacing/locations as well as spacing between buildings and fire lane widths. I'm not familiar with Fire Codes adopted by Venus, but some cities require a 26-foot wide fire lane one complete side of the building once a structure goes over 2 stories. From my understanding, this has more to do with emergency equipment and apparatus needed for taller and more dense structures.	Fire lane has been widened to 26 feet.
6. Traffic Impact Analysis Required. Does there need to be a left-turn lane added to Heritage Hills Parkway?	A TIA has been prepared and will be submitted with the site work plans. No left turn lane is required.
7. Geotech with pavement recommendations required	A geotechnical report can be submitted with the site work plans.

Please contact my office with any questions or additional comments.

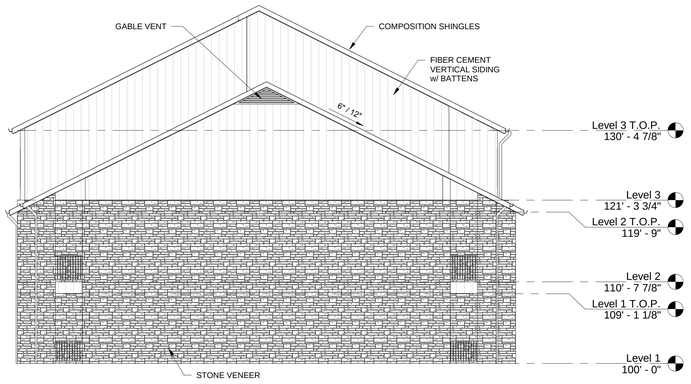
Sincerely,

Daniel Stewart
Project Engineer
Development Engineering Consultants, LLC

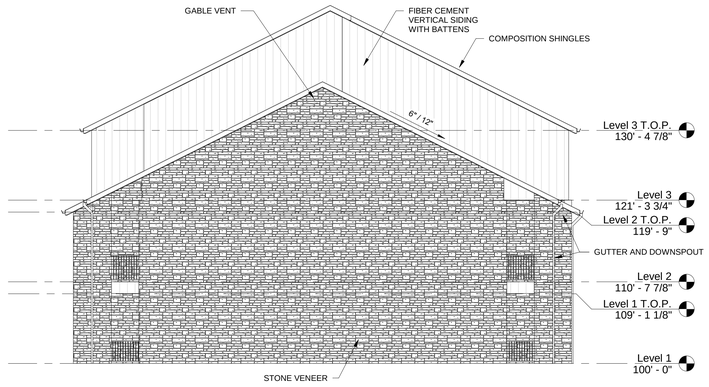
		MATERIAL S.F. TOTALS	
ELEVATION	TOTAL S.F.	STONE	FIBER CEMENT
EAST	2,375	1,801	574
WEST	2,375	1,380	995
NORTH	2,551	2,113	438
SOUTH	2,277	1,772	505
TOTAL	9,578	7,066	2,512
PERCENTAGE		74%	26%

EXTERIOR MATERIALS LEGEND

- STONE VENEER
- FIBER CEMENT VERTICAL SIDING w/ BATTENS
- ASPHALT COMPOSITION SHINGLES



4 BUILDING A - WEST ELEVATION
1/8" = 1'-0"



3 BUILDING A - EAST ELEVATION
1/8" = 1'-0"

NOTE:
BUILDING A EXTERIOR ELEVATIONS ARE THE SAME FOR BUILDING A.1



2 BUILDING A - NORTH ELEVATION
1/8" = 1'-0"



1 BUILDING A - SOUTH ELEVATION
1/8" = 1'-0"

callaway architecture
1207 HAMPSHIRE LN, ST#105, RICHARDSON, TX-75080
PHONE 214.368.2525

PROJECT #: 19062.01

PRELIMINARY
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Not for permits, pricing or other official purposes.
This document has not been completed or checked and is for general information or comment only.

A NEW PROJECT FOR:

HERITAGE HILLS APARTMENTS

HERITAGE HILLS PARKWAY & US 67
VENUS, TX 76084

ISSUES:

REVISIONS:

JOB NO: 21005.01

BUILDING A - EXTERIOR ELEVATIONS

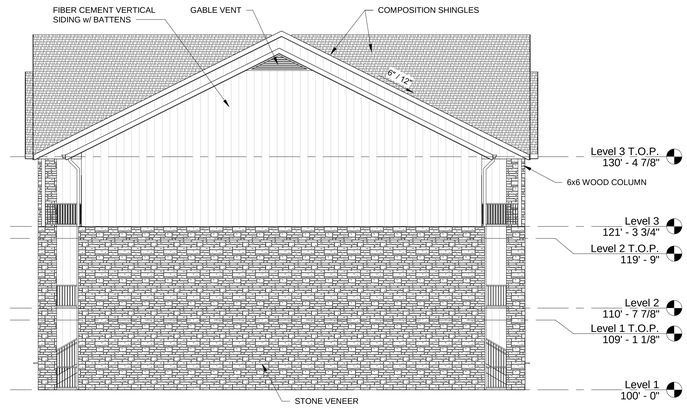
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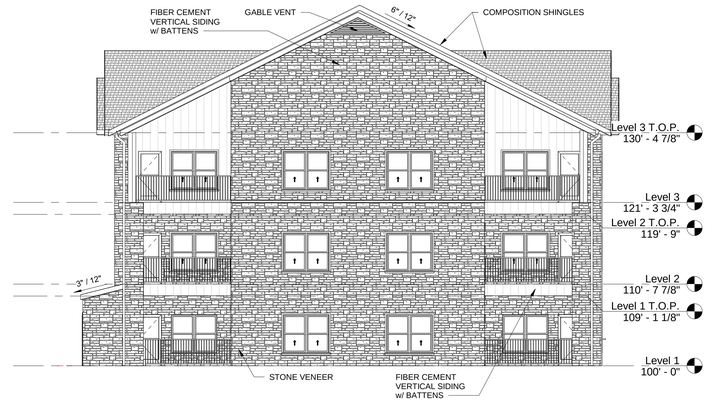
	MATERIAL S.F. TOTALS		
ELEVATION	TOTAL S.F.	STONE	FIBER CEMENT
EAST	1,830	1,586	244
WEST	2,368	1,277	1,091
NORTH	3,900	2,792	1,108
SOUTH	3,900	2,792	1,108
TOTAL	11,998	8,447	3,551
PERCENTAGE		70%	30%

EXTERIOR MATERIALS LEGEND

- STONE VENEER
- FIBER CEMENT VERTICAL SIDING w/ BATTENS
- ASPHALT COMPOSITION SHINGLES



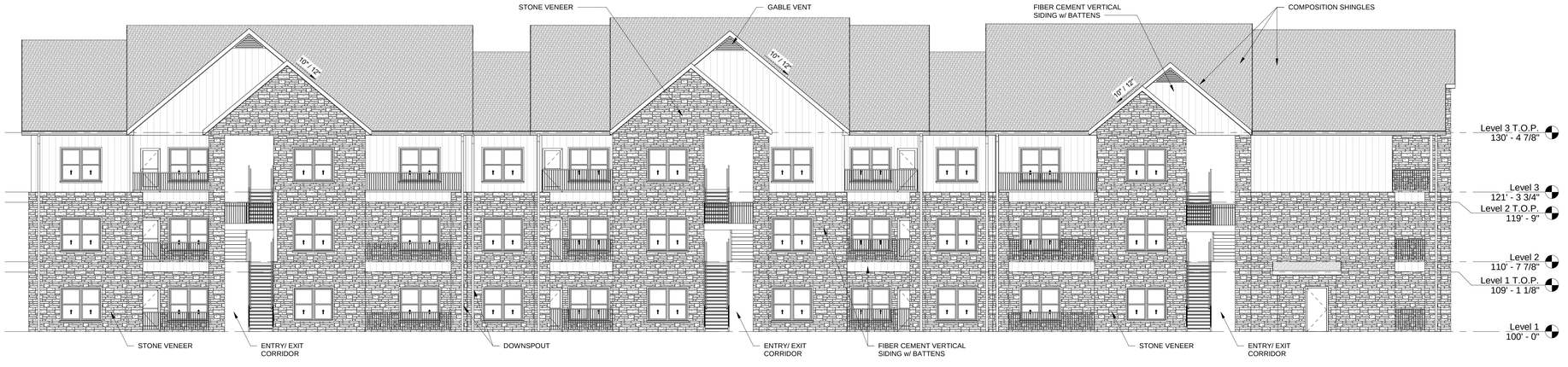
4 BUILDING B - WEST ELEVATION
1/8" = 1'-0"



3 BUILDING B - EAST ELEVATION
1/8" = 1'-0"



2 BUILDING B - NORTH ELEVATION
1/8" = 1'-0"



1 BUILDING B - SOUTH ELEVATION
1/8" = 1'-0"

callaway architecture
1207 HAMPSHIRE LN, ST#105, RICHARDSON, TX-75080
PHONE:214.368.2525
PROJECT #: 19062.01

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A NEW PROJECT FOR:

HERITAGE HILLS APARTMENTS

HERITAGE HILLS PARKWAY & US 67
VENUS, TX 76084

ISSUES:

REVISIONS:

JOB NO: 21005.01

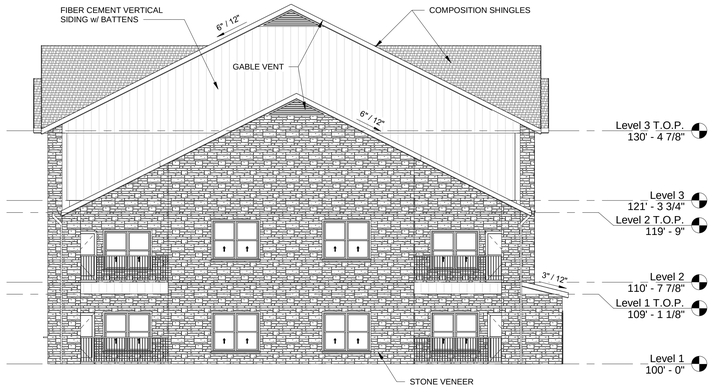
BUILDING B - EXTERIOR ELEVATIONS

A-202

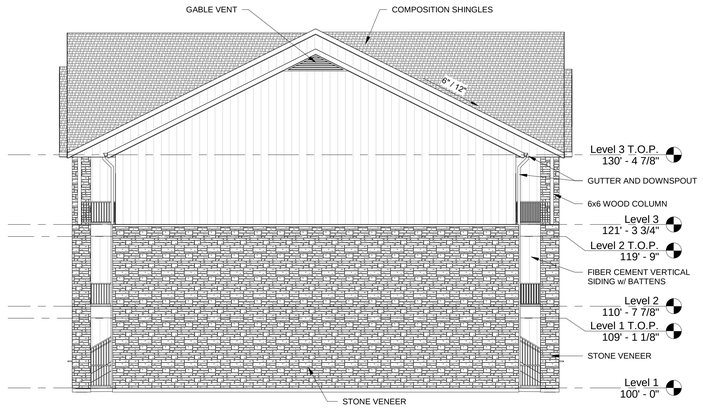
	MATERIAL S.F. TOTALS		
ELEVATION	TOTAL S.F.	STONE	FIBER CEMENT
EAST	2,212	1,275	937
WEST	2,045	1,404	641
NORTH	4,887	3,709	1,178
SOUTH	4,887	3,709	1,178
TOTAL	14,031	10,097	3,934
PERCENTAGE		72%	28%

EXTERIOR MATERIALS LEGEND

- STONE VENEER
- FIBER CEMENT VERTICAL SIDING w/ BATTENS
- ASPHALT COMPOSITION SHINGLES



4 BUILDING C - WEST ELEVATION
1/8" = 1'-0"

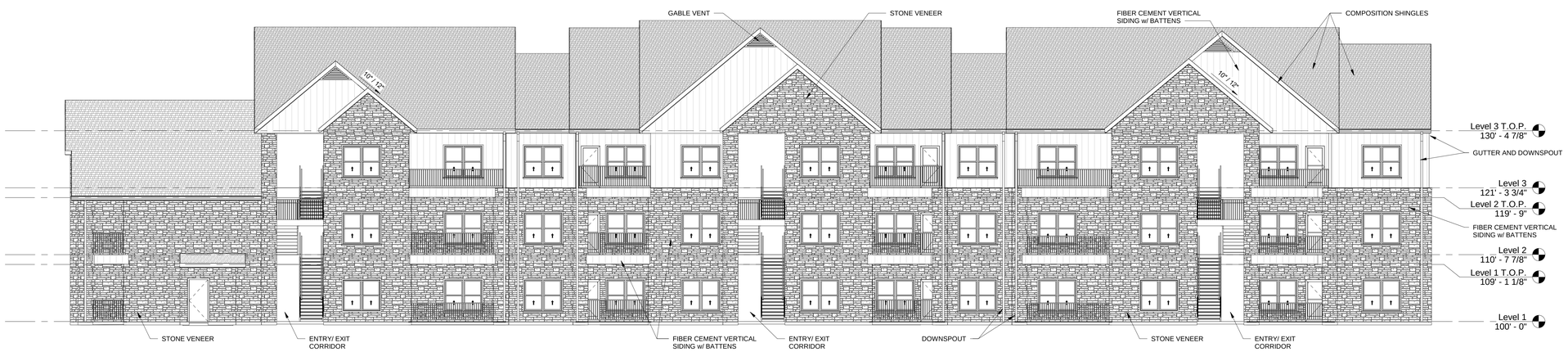


3 BUILDING C - EAST ELEVATION
1/8" = 1'-0"

NOTE:
BUILDING C EXTERIOR ELEVATIONS ARE THE SAME FOR BUILDING C.1



2 BUILDING C - NORTH ELEVATION
1/8" = 1'-0"



1 BUILDING C - SOUTH ELEVATION
1/8" = 1'-0"

callaway architecture
1207 HAMPSHIRE LN, ST#105, RICHARDSON, TX-75080
PHONE 214.368.2525
PROJECT #: 19062.01

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A NEW PROJECT FOR:

HERITAGE HILLS APARTMENTS

HERITAGE HILLS PARKWAY & US 67
VENUS, TX 76084

ISSUES:

REVISIONS:

JOB NO: 21005.01

BUILDING C - EXTERIOR ELEVATIONS

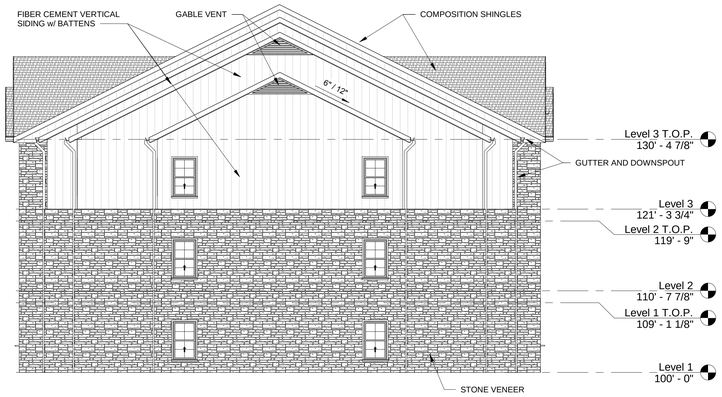
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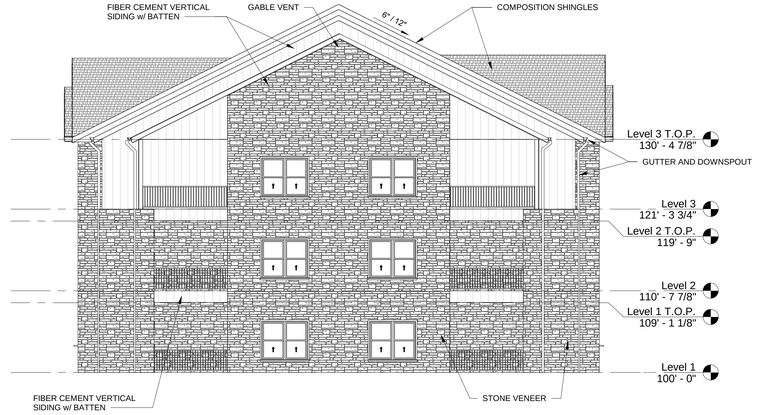
	MATERIAL S.F. TOTALS		
ELEVATION	TOTAL S.F.	STONE	FIBER CEMENT
EAST	2,372	1,805	567
WEST	2,418	1,455	963
NORTH	2,296	1,849	447
SOUTH	2,296	1,849	447
TOTAL	9,382	6,958	2,424
PERCENTAGE		74%	26%

EXTERIOR MATERIALS LEGEND

- STONE VENEER
- FIBER CEMENT VERTICAL SIDING w/ BATTENS
- ASPHALT COMPOSITION SHINGLES



4 BUILDING D - WEST ELEVATION
1/8" = 1'-0"



3 BUILDING D - EAST ELEVATION
1/8" = 1'-0"



2 BUILDING D - NORTH ELEVATION
1/8" = 1'-0"



1 BUILDING D - SOUTH ELEVATION
1/8" = 1'-0"

callaway architecture
1207 HAMPSHIRE LN, ST#105, RICHARDSON, TX-75080
PHONE 214.368.2525
PROJECT #: 19062.01

PRELIMINARY
NOT FOR CONSTRUCTION
Not for permits, pricing or other official purposes.
This document has not been completed or checked and is for general information or comment only.

A NEW PROJECT FOR:

HERITAGE HILLS APARTMENTS

HERITAGE HILLS PARKWAY & US 67
VENUS, TX 76084

ISSUES:

REVISIONS:

JOB NO: 21005.01

BUILDING D - EXTERIOR ELEVATIONS

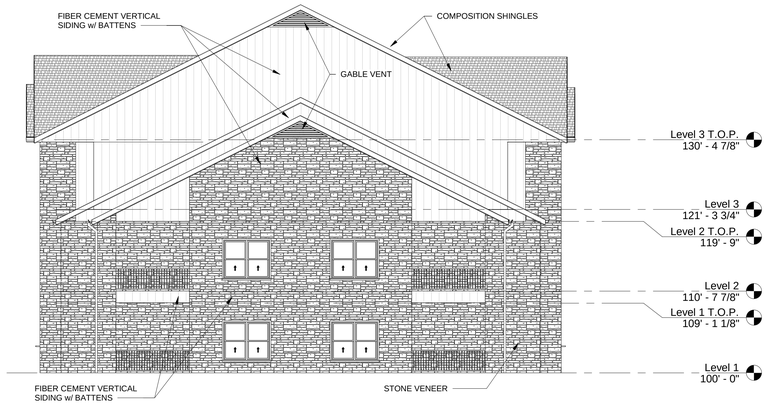
A-204

Plot Date: 8/29/2024 1:24:

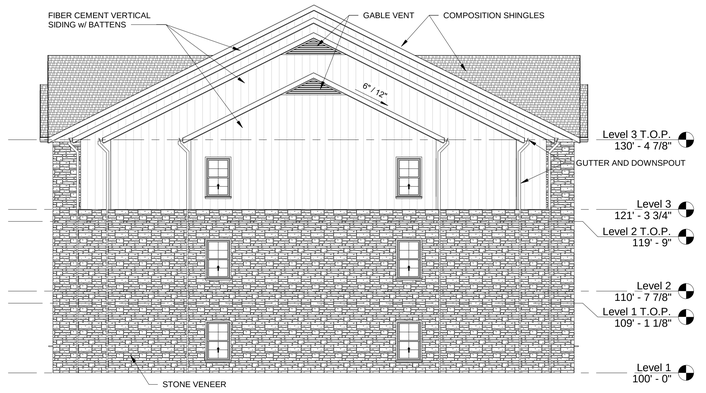
		MATERIAL S.F. TOTALS	
ELEVATION	TOTAL S.F.	STONE	FIBER CEMENT
EAST	2,414	1,455	959
WEST	2,414	1,558	856
NORTH	2,215	1,722	443
SOUTH	2,215	1,722	443
TOTAL	9,258	6,557	2,701
PERCENTAGE		71%	29%

EXTERIOR MATERIALS LEGEND

- STONE VENEER
- FIBER CEMENT VERTICAL SIDING w/ BATTENS
- ASPHALT COMPOSITION SHINGLES



4 BUILDING E - WEST ELEVATION
1/8" = 1'-0"

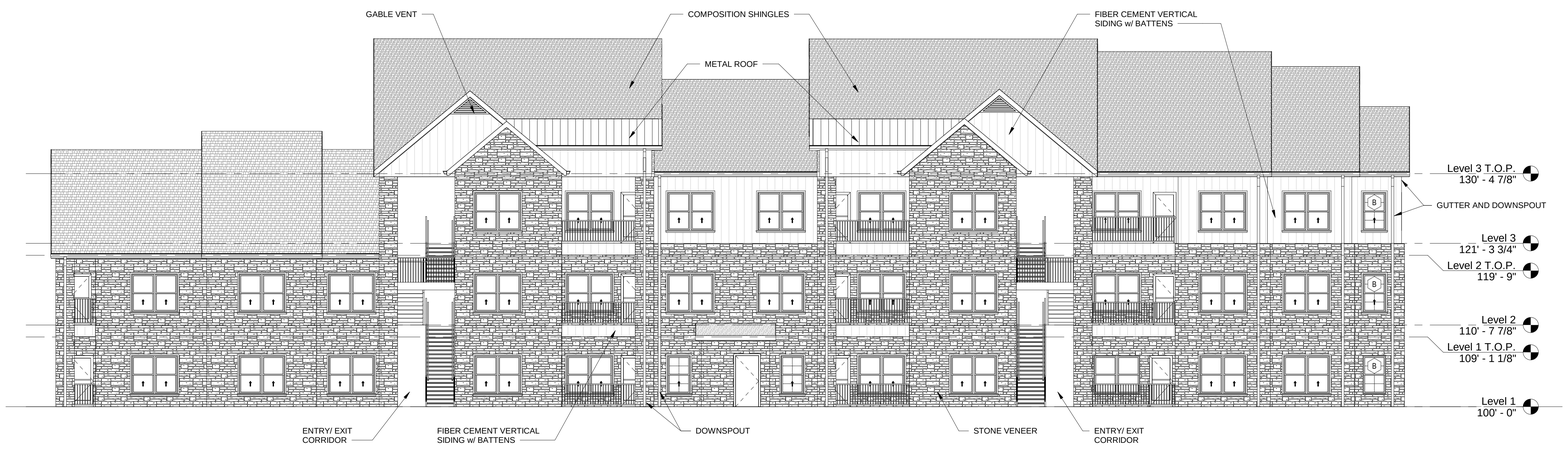


3 BUILDING E - EAST ELEVATION
1/8" = 1'-0"

NOTE:
BUILDING E EXTERIOR ELEVATIONS ARE THE SAME FOR BUILDING E.1



2 BUILDING E - NORTH ELEVATION
1/8" = 1'-0"



1 BUILDING E - SOUTH ELEVATION
1/8" = 1'-0"

callaway architecture
1207 HAMPSHIRE LN, ST#105, RICHARDSON, TX-75080
PHONE:214.368.2525

PROJECT #: 19062.01

PRELIMINARY
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A NEW PROJECT FOR:

HERITAGE HILLS APARTMENTS

HERITAGE HILLS PARKWAY & US 67

VENUS, TX 76084

ISSUES:

REVISIONS:

JOB NO: 21005.01

BUILDING E - EXTERIOR ELEVATIONS

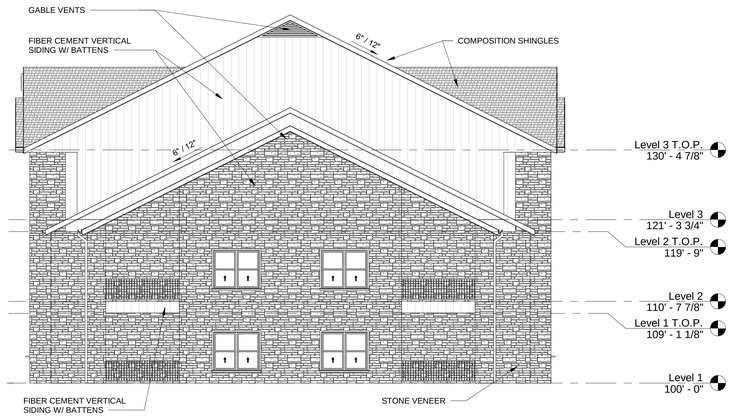
A-205

4/12/2024 4:54:48 PM

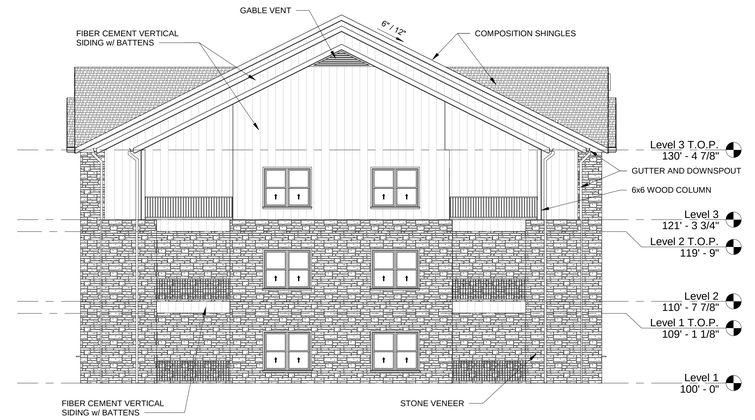
		MATERIAL S.F. TOTALS	
ELEVATION	TOTAL S.F.	STONE	FIBER CEMENT
EAST	2,361	1,328	1,033
WEST	2,361	1,565	796
NORTH	2,222	1,755	467
SOUTH	2,222	1,755	467
TOTAL	9,166	6,403	2,763
PERCENTAGE		70%	30%

EXTERIOR MATERIALS LEGEND

- STONE VENEER
- FIBER CEMENT VERTICAL SIDING w/ BATTENS
- ASPHALT COMPOSITION SHINGLES



4 BUILDING F - WEST ELEVATION
1/8" = 1'-0"



3 BUILDING F - EAST ELEVATION
1/8" = 1'-0"



2 BUILDING F - NORTH ELEVATION
1/8" = 1'-0"



1 BUILDING F - SOUTH ELEVATION
1/8" = 1'-0"

callaway architecture
1207 HAMPSHIRE LN, ST#105, RICHARDSON, TX-75080
PHONE:214.368.2525

PROJECT #: 19062.01

PRELIMINARY
NOT FOR CONSTRUCTION
Not for permits, pricing or other official purposes.
This document has not been completed or checked and is for general information or comment only.

A NEW PROJECT FOR:

HERITAGE HILLS APARTMENTS

VENUS, TX 76084

HERITAGE HILLS PARKWAY & US 67

ISSUES:

REVISIONS:

JOB NO: 21005.01

BUILDING F - EXTERIOR ELEVATIONS

A-206

Plot: Page 21 of 124



VIEW FACING HERITAGE HILLS PARKWAY AND ELECTRICAL EASEMENT

1 VIEW FACING HERITAGE HILLS PARKWAY AND ELECTRICAL EASEMENT

callaway architecture
1207 HAMPSHIRE LN. ST#105, RICHARDSON, TX-75080
PHONE:214.368.2525

PROJECT #: 19062.01

PRELIMINARY
NOT FOR CONSTRUCTION
Not for permits, pricing or other official purposes.
This document has not been completed or checked and is for general information or comment only.

A NEW PROJECT FOR:

HERITAGE HILLS APARTMENTS

HERITAGE HILLS PARKWAY & US 67
VENUS, TX 76084

ISSUES:

REVISIONS:

JOB NO: 21005.01

BUILDING A - PERSPECTIVE VIEW

A-201A

Plotted: 7/2/2021 2:24 PM

Case Report – Ontiveros Addition – Minor Plat
Planning and Zoning Commission – November 18, 2021
City Council - December 13, 2021

To: Planning and Zoning Commission
Mayor and City Council

From: David R. Gattis, FAICP

Request: Consider a Minor Plat for Lot 1, Block 1, Ontiveros Addition, being 1.568 acres out of the Jackson Smith Survey Abstract Number 758, Johnson County, generally located at 300 CR 109, north of County Road 109 and west of County Road 214 (opposite the intersection of Mimosa Way), in the City of Venus Extraterritorial Jurisdiction

---

Owner: Jose Ontiveros, Venus, TX

Surveyor: Lonestar Land Surveying, Burleson, TX

Location: 300 CR 109, north of CR 109 and west of CR 214 (opposite the intersection of Mimosa Way)

Zoning: not applicable, in ETJ

Current Use: vacant (a previous mobile home has been removed.)

Analysis: The final plat covers 1.568 acres and creates a single residential lot out of two unplatted tracts. The owner plans to build a shed on the property, but it needs to be platted before the County will issue a building permit.

The property is adjacent to and will gain access from CR 109 to the south. The plat is dedicating 30 feet along CR 212 to achieve 30 feet from the centerline. Staff recommends that any driveway be aligned with Mimosa Way to the extent possible.

The property generally drains to the east toward an unnamed tributary of Grassy Creek. The property is not within the 100-year floodplain.

Water will be provided by Mountain Peak Special Utility District and sewer will be provided by onsite septic tank systems.

The staff provided the applicant with several comments on November 2nd and the applicant has complied with all staff comments.

The Planning and Zoning Commission and City Council shall use the following criteria and determine if it is adequate to serve the development and meet the city's adopted master plans for those facilities: roads, water, wastewater, storm drainage, park facilities, open spaces, easements and rights-of-way. Further, the Council has authority to approve this plat subject to conformance with the regulations of the Subdivision Ordinance. The Commission may recommend and the Council may take the following action regarding this plat:

a. Approve the Plat as presented;
b. Approve with conditions; or

c. Deny the Plat

Any added conditions or a motion to deny must include specific references to the Subdivision or other ordinances that are not met by the plat.

Staff Recommendation:

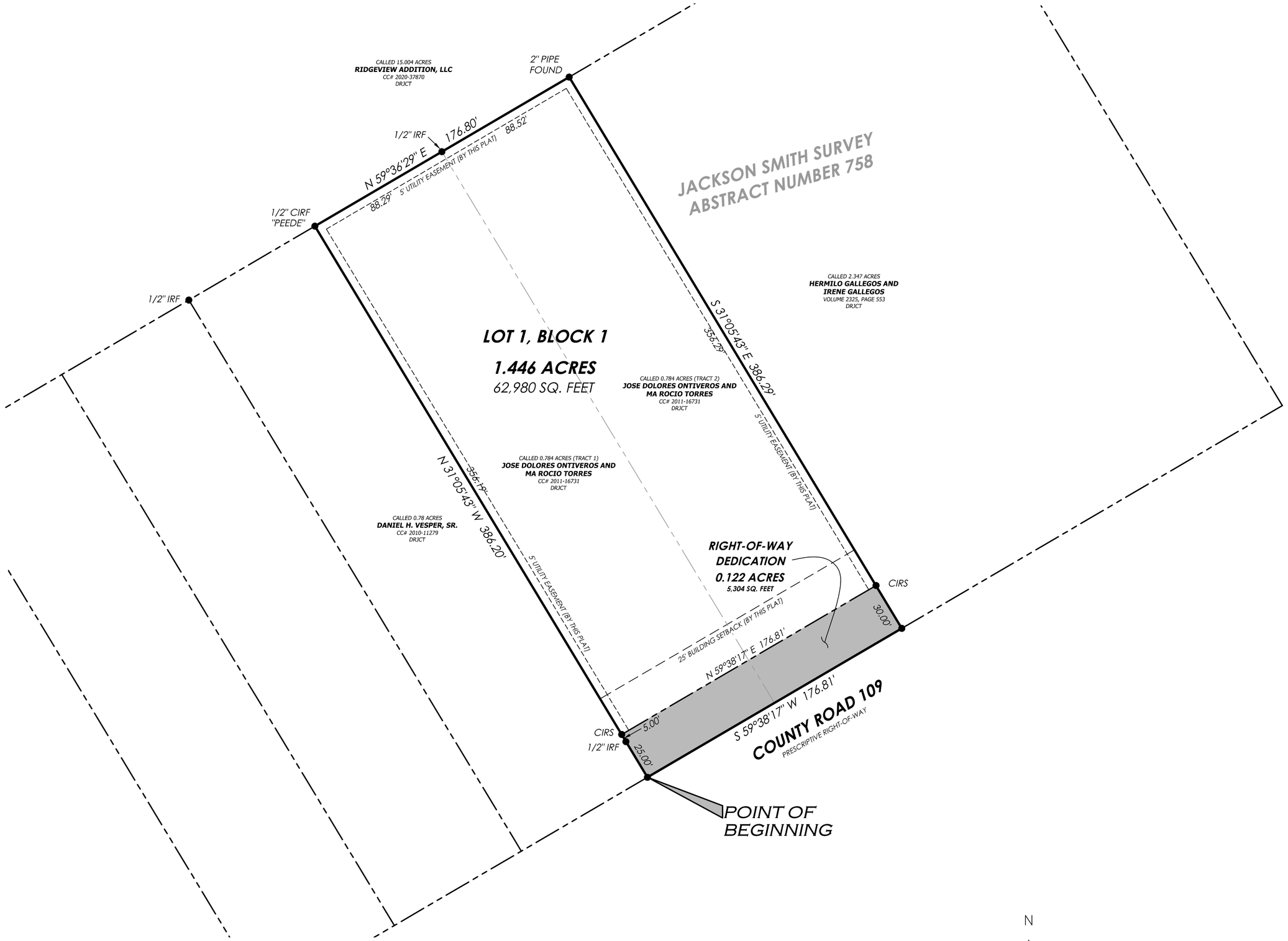
Staff recommends that the Planning and Zoning Commission recommend that the City Council approve the Minor Plat for Lot 1, Block 1, Ontiveros Addition, as presented.

Planning and Zoning Commission Recommendation:

After consideration at their November 18th meeting, the Planning and Zoning Commission unanimously recommends that the City Council approve the Minor Plat for Ontiveros Addition, as presented.

Sample Motion: I move to approve/deny the Minor Plat for Ontiveros Addition, as presented.

Attachments: Final Plat
Aerial Photo



SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, MARSHALL W. MILLER, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL ON THE GROUND SURVEY, AND THAT ALL LOT CORNERS, ANGLE POINTS, AND POINTS OF CURVE SHALL BE PROPERLY MARKED ON THE GROUND, AND THAT THIS PLAT CORRECTLY REPRESENTS THE PROPERTY AS DETERMINED BY A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

MARSHALL W. MILLER DATE: _____, 2021
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6882
STATE OF TEXAS

GENERAL NOTES

1) ALL CORNERS CALLED CIRS ARE 5/8" CAPPED IRON ROD SET STAMPED "LONSTAR RPLS6882."

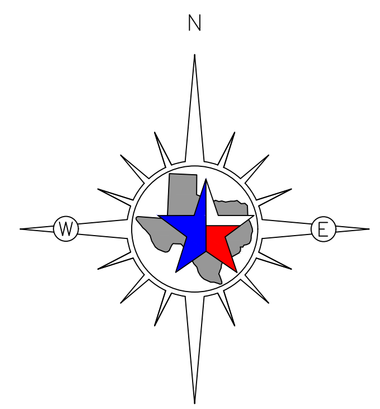
2) THE BEARINGS SHOWN HEREON ARE IN REFERENCE TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, NORTH CENTRAL ZONE, 4202.

3) THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NOT ALL EASEMENTS MAY BE SHOWN. THE SURVEYOR PERFORMED BASIC DEED RESEARCH ONLY. THE SURVEY HAS NOT ABSTRACTED THE PROPERTY.

4) THIS PROPERTY IS SERVED BY:
WATER SERVICE - MOUNTAIN PEAK SPECIAL UTILITY DISTRICT
SEWER SERVICE - PRIVATE ONSITE SEWAGE DISPOSAL

FLOOD STATEMENT

ACCORDING TO COMMUNITY PANEL NUMBER 48251C0250J, DATED DECEMBER 4, 2012, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP, THIS PROPERTY LIES WITHIN ZONE "X" WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA, THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



SCALE : 1"= 40'

0' 40' 80'

CITY OF VENUS, TEXAS
PLAT APPROVED:

BY: _____ _____
MAYOR DATE

BY: _____ _____
CITY SECRETARY DATE

LEGAL DESCRIPTION

BEING A 1.568 ACRE TRACT OF LAND SITUATED IN THE JACKSON SMITH SURVEY, ABSTRACT NUMBER 758, CITY OF VENUS, JOHNSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 0.784 ACRE TRACT OF LAND (TRACT 1) DESCRIBED BY DEED TO JOSE DOLORES ONTIVEROS AND MA ROCIO TORRES, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2011-16731, AND BEING ALL OF A CALLED 0.784 ACRE TRACT OF LAND (TRACT 2) AS DESCRIBED IN SAID ONTIVEROS DEED, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT THE SOUTHERNMOST CORNER OF SAID TRACT 1, SAME BEING THE EASTERNMOST CORNER OF A CALLED 0.78 ACRE TRACT OF LAND DESCRIBED BY DEED TO DANIEL H. VESPER, SR., RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2010-11279, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING IN THE APPROXIMATE CENTERLINE OF COUNTY ROAD 109, A PRESCRIPTIVE RIGHT-OF-WAY;

THENCE NORTH 31 DEGREES 05 MINUTES 43 SECONDS WEST, AT A DISTANCE OF 25.00 FEET, PASSING A 1/2" IRON ROD FOUND FOR REFERENCE AND CONTIUING IN ALL 386.20 FEET, TO A 1/2" CAPPED IRON ROD FOUND STAMPED "PEEDE" AT THE WESTERNMOST CORNER OF SAID TRACT 1, SAME BEING THE NORTHERNMOST CORNER OF SAID CALLED 0.78 ACRE TRACT, AND BEING ON THE SOUTHEAST LINE OF A CALLED 15.004 ACRE TRACT OF LAND DESCRIBED BY DEED TO RIDGEVIEW ADDITION, LLC, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2020-37870, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE NORTH 59 DEGREES 36 MINUTES 29 SECONDS EAST, DEPARTING SAID COMMON LINE AND ALONG THE NORTHWEST LINES OF SAID TRACT 1 AND SAID TRACT 2, BEING COMMON WITH THE SOUTHEAST LINE OF SAID CALLED 15.004 ACRE TRACT, AT A DISTANCE OF 88.29 FEET, PASSING A 1/2" IRON ROD FOUND AT THE NORTHERNMOST OF SAID TRACT 1, AND CONTIUING IN ALL 176.80 FEET, TO A 2" PIPE FOUND AT THE NORTHERNMOST CORNER OF SAID TRACT 2, SAME BEING THE WESTERNMOST CORNER OF A CALLED 2.347 ACRE TRACT OF LAND DESCRIBED BY DEED TO HERMILO GALLEGOS AND IRENE GALLEGOS, RECORDED IN VOLUME 2325, PAGE 553, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE SOUTH 31 DEGREES 05 MINUTES 43 SECONDS EAST, DEPARTING SAID COMMON LINE AND ALONG THE NORTHEAST LINE OF SAID TRACT 2, BEING COMMON WITH THE SOUTHWEST LINE OF SAID CALLED 2.347 ACRE TRACT, AT A DISTANCE OF 361.29 FEET, PASSING A WOOD FENCE POST FOUND FOR REFERENCE, AND CONTIUING IN ALL 386.29 FEET, TO THE EASTERNMOST CORNER OF SAID TRACT 2, SAME BEING THE SOUTHERNMOST CORNER OF SAID CALLED 2.347 ACRE TRACT, AND BEING IN THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD 109;

THENCE SOUTH 59 DEGREES 38 MINUTES 17 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE SOUTHEAST LINE OF SAID TRACT 1 AND TRACT 2, A DISTANCE OF 176.81 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING 1.568 ACRES OR 68,284 SQUARE FEET OF LAND, MORE OR LESS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT **JOSE ONTIVEROS AND MA ROIO TORRES**, OWNERS OF THE HEREIN DESCRIBED TRACT, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN-DESCRIBED PROPERTY AS **LOT 1, BLOCK 1, ONTIVEROS ADDITION**, AN ADDITION TO THE CITY OF VENUS, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND ALLEYS SHOWN THEREON. THE EASEMENTS SHOWN THEREON ARE HEREBY RESERVED FOR THE PURPOSES AS INDICATED AND SHALL BE OPEN TO FIRE, POLICE AND ALL PUBLIC AND PRIVATE UTILITIES FOR EACH USE. THE MAINTENANCE OF PAVING ON ALL EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED, RECONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN. SAID EASEMENTS BEING HEREBY RESERVED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES USING, OR DESIRING TO USE SAME. ALL AND ANY PUBLIC UTILITY SHALL HAVE THE FULL RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE AND EFFICIENCY OF ITS RESPECTIVE SYSTEM ON THE EASEMENTS AND ALL PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDITION TO OR REMOVING ALL OR PARTS OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. ANY PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR READING METERS AND ANY MAINTENANCE AND SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY. ALL UTILITY EASEMENTS SHALL ALSO INCLUDE ADDITIONAL AREA OF WORKING SPACE FOR CONSTRUCTION AND MAINTENANCE OF THE PUBLIC WATER AND SANITARY SEWER SYSTEMS. ADDITIONAL EASEMENT AREA IS ALSO CONVEYED FOR INSTALLATION AND MAINTENANCE OF MANHOLES, CLEANOUTS, FIRE HYDRANTS, WATER SERVICES FROM THE MAIN TO AND INCLUDING THE METERS AND BOXES. SEWER LATERALS FROM THE MAIN TO THE CURB OR PAVEMENT LINE, AND THE DESCRIPTIONS OF SUCH ADDITIONAL EASEMENTS HEREIN GRANTED SHALL BE DETERMINED BY THEIR LOCATIONS AS INSTALLED.

WITNESS, MY HAND, THIS THE ____ DAY OF _____ 2021.

_____
JOSE ONTIVEROS

STATE OF TEXAS *
COUNTY OF _____ *

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____ 2021.

_____
NOTARY PUBLIC

WITNESS, MY HAND, THIS THE ____ DAY OF _____ 2021.

_____
MA ROCIO TORRES

STATE OF TEXAS *
COUNTY OF _____ *

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____ 2021.

_____
NOTARY PUBLIC

FILING BLOCK

PLAT RECORDED IN INSTRUMENT # _____, YEAR _____.

DRAWER _____, SLIDE _____

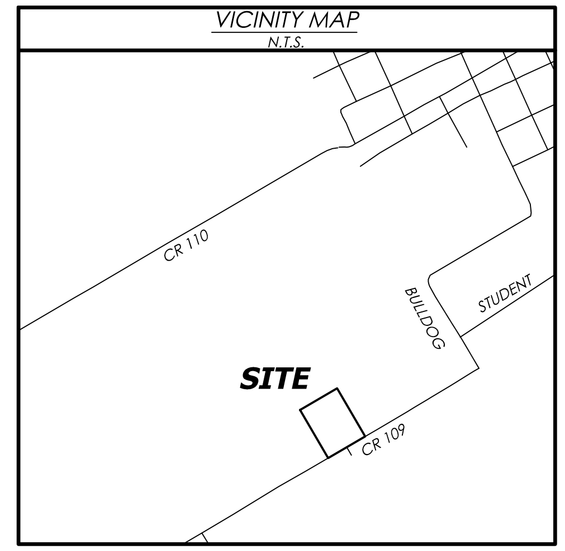
_____
DATE

_____
COUNTY CLERK, JOHNSON COUNTY, TEXAS

_____
DEPUTY

PROJECT NUMBER: 210082 DATE: NOVEMBER 2, 2021
REVISED DATE:
REVISION NOTES:

SHEET 1 OF 1



LEGEND

DR.JCT = DEED RECORDS, JOHNSON COUNTY, TEXAS
PR.JCT = PLAT RECORDS, JOHNSON COUNTY, TEXAS
CC# = COUNTY CLERK'S INSTRUMENT NUMBER
IRF = IRON ROD FOUND
IRS = 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR RPLS 6882"

MINOR PLAT OF
LOT 1, BLOCK 1
ONTIVEROS ADDITION
BEING 1.568 ACRES OF LAND SITUATED IN THE JACKSON SMITH SURVEY, ABSTRACT NUMBER 758, IN THE CITY OF VENUS ETJ, JOHNSON COUNTY, TEXAS.

OWNER:
JOSE ONTIVEROS AND
MA ROCIA TORRES
300 CR 109
VENUS, TX 76084

-LONESTAR-
LAND SURVEYING, LLC
TBPELS FIRM# 10194707
2813 COUNTY ROAD 804A,
BURLESON, TX 76028
MARSHALL.MILLER@LONESTARLANDSURVEYING.COM

Ontiveros Addition



11/12/2021, 10:28:39 AM

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Maxar, Microsoft

Site Structure Address Points
- Residential
- Parcels

Road Centerlines
- City Street
- County Road

City Boundaries
- VENUS
- County Boundary

ArcGIS Web AppBuilder

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Texas Historical Commission | United States Postal Service | Maxar, Microsoft |

Case Report – Medina Addition – Final Plat
Planning and Zoning Commission – November 18, 2021
City Council - December 13, 2021

To: Planning and Zoning Commission
Mayor and City Council

From: David R. Gattis, FAICP

Request: Consider a Final Plat for Lot 1, Block 1, Medina Addition, being 1.728 acres out of the P.P. Barnes Survey Abstract Number 25, Johnson County, generally located at 12121 FM 1807, north of FM 1807 and west of County Road 211, in the City of Venus Extraterritorial Jurisdiction

---

Owner: Fernando Medina and Diane Medrano, Venus, TX

Surveyor: DFW Geodesy, Inc., Burleson, TX

Location: 12121 FM 1807, north of FM 1807 and west of CR 211

Zoning: not applicable, in ETJ

Current Use: vacant

Analysis: The final plat covers 1.728 acres and creates a single residential lot out of a single unplatted tract.

The property is adjacent to and will gain access from FM 1807 to the south, which has an 80-foot right-of-way.

The property generally drains to the east toward an unnamed tributary of Cottonwood Creek. The property is not within the 100-year floodplain.

Water will be provided by Mountain Peak Special Utility District and sewer will be provided by onsite septic tank systems.

The staff provided the applicant with several comments on November 2nd and the applicant has complied with all staff comments.

The Planning and Zoning Commission and City Council shall use the following criteria and determine if it is adequate to serve the development and meet the city's adopted master plans for those facilities: roads, water, wastewater, storm drainage, park facilities, open spaces, easements and rights-of-way. Further, the Council has authority to approve this plat subject to conformance with the regulations of the Subdivision Ordinance. The Commission may recommend and the Council may take the following action regarding this plat:

a. Approve the Plat as presented;
b. Approve with conditions; or
c. Deny the Plat

Any added conditions or a motion to deny must include specific references to the Subdivision or other ordinances that are not met by the plat.

Staff Recommendation:

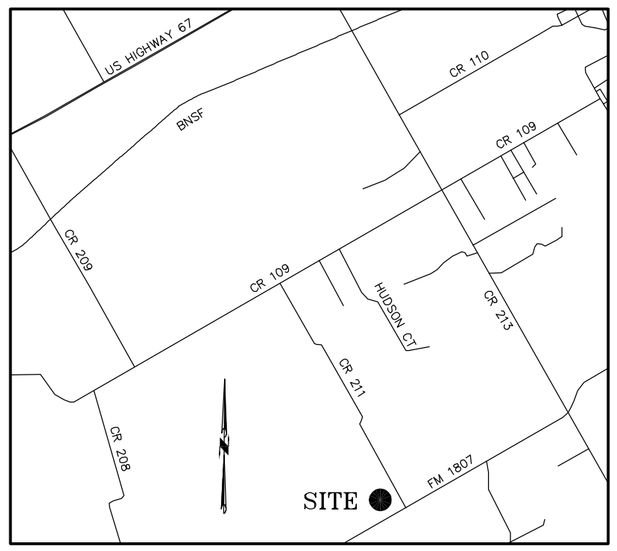
Staff recommends that the Planning and Zoning Commission recommend that the City Council approve the Final Plat for Lot 1, Block 1, Medina Addition, as presented.

Planning and Zoning Commission Recommendation:

After consideration at their November 18th meeting, the Planning and Zoning Commission unanimously recommend approval of the Final Plat for the Medina Addition, as presented.

Sample Motion: I move to approve/deny the Final Plat for Medina Addition, as presented.

Attachments: Final Plat
Aerial Photo



VICINITY MAP
NOT TO SCALE

UTILITY PROVIDERS:

WATER: MOUNTAIN PEAK

ELECTRIC: UNITED CORPORATE SERVICES

SEPTIC: PRIVATE INDIVIDUAL SEPTIC SYSTEM

FLOOD STATEMENT:

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48251C0250J DATED DECEMBER 4, 2012, THE SUBJECT PROPERTY IS LOCATED WITHIN THE FOLLOWING FLOOD ZONE:

ZONE X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

APPROVED BY THE CITY COUNCIL OF THE CITY OF VENUS

_____
CITY MAYOR

_____
DATE

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF VENUS, TX.

PLAT FILED _____, 2021

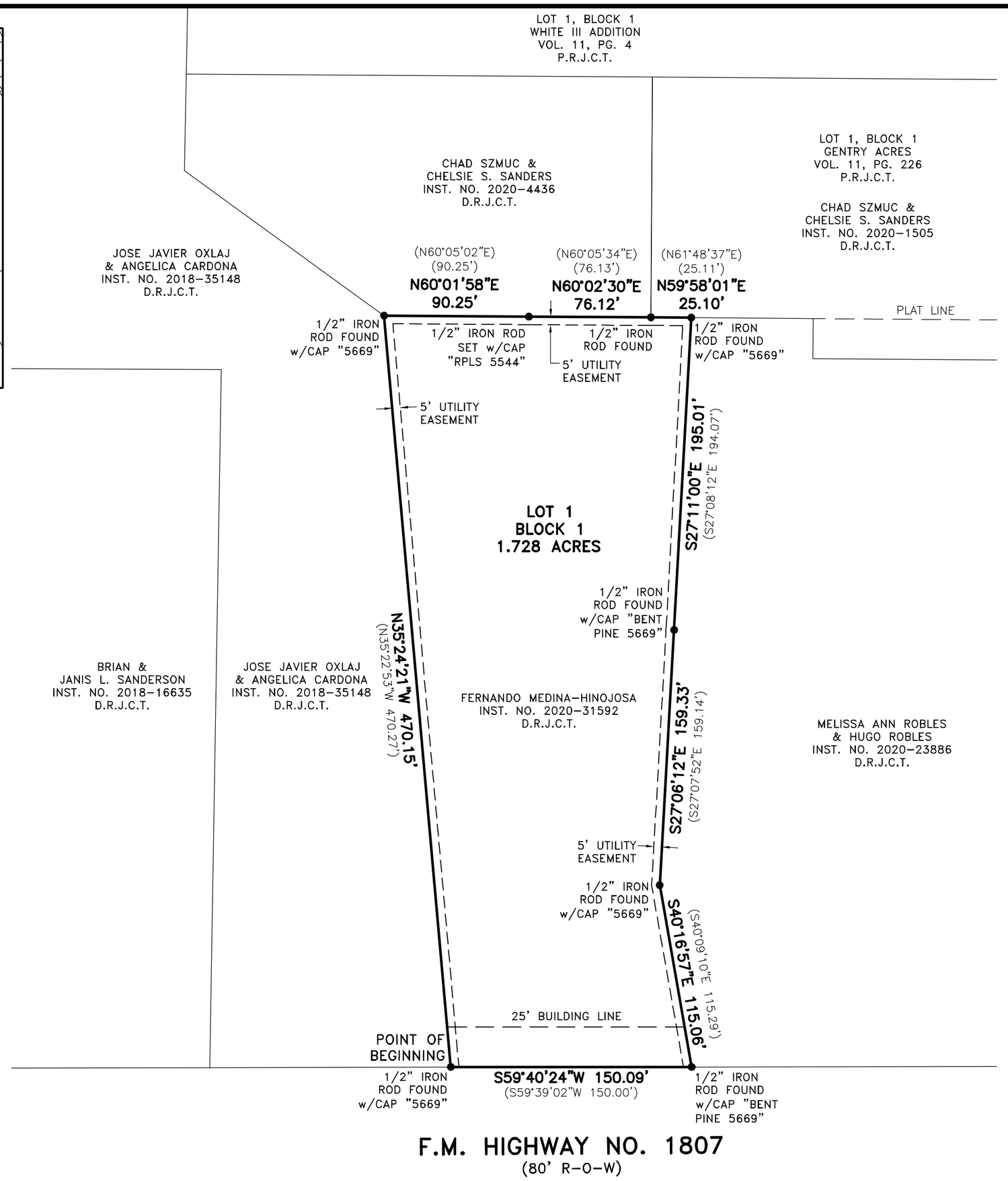
JOHNSON COUNTY PLAT RECORDING

INSTRUMENT # _____ YEAR _____

DRAWER _____ SLIDE _____

BECKY IVEY, JOHNSON COUNTY CLERK

BY: _____
DEPUTY COUNTY CLERK



OWNER:

FERNANDO MEDINA-HINOJOSA
3608 REESE DRIVE
VENUS, TX 76084

SURVEYOR:

DFW Geodesy
1108 SOUTH DOBSON STREET
BURLESON, TX 76028
817-447-4122
TBPELS FIRM NO. 1007766

0' 60' 120'
SCALE: 1" = 60'

SURVEYOR'S CERTIFICATE:

I, MATT POWELL, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GODLEY, TEXAS.

_____
MATT POWELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5544
DATED: 11/03/21

LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE P.P. BARNES SURVEY, ABSTRACT NO. 25, JOHNSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO FERNANDO MEDINA-HINOJOSA IN THAT DEED RECORDED IN INSTRUMENT NO. 2020-31592, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH A CAP STAMPED "5669" IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FARM TO MARKET HIGHWAY NO. 1807 (80' R-O-W) AT THE MOST SOUTHERLY CORNER OF SAID MEDINA-HINOJOSA TRACT;

THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE N 35°24'21" W ALONG THE SOUTHWESTERLY LINE OF SAID MEDINA-HINOJOSA TRACT, A DISTANCE OF 470.15 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "5669" AT THE MOST WESTERLY CORNER OF SAID MEDINA-HINOJOSA TRACT;

THENCE N 60°01'58" E ALONG THE NORTHWESTERLY LINE OF SAID MEDINA-HINOJOSA TRACT, A DISTANCE OF 90.25 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE N 60°02'30" E, A DISTANCE OF 76.12 FEET TO A 1/2" IRON ROD FOUND;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE N 59°58'01" E, A DISTANCE OF 25.10 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "5669" AT THE MOST NORTHERLY CORNER OF SAID MEDINA-HINOJOSA TRACT;

THENCE S 27°11'00" E ALONG THE NORTHEASTERLY LINE OF SAID MEDINA-HINOJOSA TRACT, A DISTANCE OF 195.01 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "BENT PINE 5669";

THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE S 27°06'12" E, A DISTANCE OF 159.33 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "5669";

THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE S 40°16'57" E, A DISTANCE OF 115.06 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "BENT PINE 5669" IN SAID NORTHWESTERLY RIGHT-OF-WAY LINE AT THE MOST EASTERLY CORNER OF SAID MEDINA-HINOJOSA TRACT;

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND THE SOUTHEASTERLY LINE OF SAID MEDINA-HINOJOSA TRACT S 59°40'24" W, A DISTANCE OF 150.09 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.728 ACRES OF LAND MORE OR LESS.

NOW, THEREFOR KNOW ALL MEN BY THESE PRESENTS:

THAT FERNANDO MEDINA-HINOJOSA, DO HEREBY ADOPT THIS FINAL PLAT DESIGNATING THE HEREIN-DESCRIBED PROPERTY AS LOT 1, BLOCK 1, MEDINA ADDITION, AN ADDITION TO THE CITY OF VENUS ETJ, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLICS USE FOREVER THE STREETS AND ALLEYS SHOWN HEREON. THE EASEMENTS SHOWN THEREON ARE HEREBY RESERVED FOR THE PURPOSES AS INDICATED AND SHALL BE OPEN TO FIRE, POLICE, AND ALL PUBLIC AND PRIVATE UTILITIES FOR EACH USE. THE MAINTENANCE OF PAVING ON ALL EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED, RECONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN. SAID EASEMENTS BEING HEREBY RESERVED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES USING, OR DESIRING TO USE SAME. ALL AND ANY PUBLIC UTILITY SHALL HAVE THE FULL RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE AND EFFICIENCY OF ITS RESPECTIVE SYSTEM ON THE EASEMENTS AND ALL PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INPSECTION, PATROLLING, MAINTAINING AND ADDITION TO OR REMOVING ALL OR PARTS OF ITS RESPECTIVE SUSTEM WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. ANY PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR READING METERS AND ANY MAINTENANCE AND SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY.

ALL UTILITY EASEMENTS SHALL ALSO INCLUDE ADDITIONAL AREA OF WORKING SPACE FOR CONSTRUCTION AND MAINTENANCE OF THE PUBLIC WATER AND SANITARY SEWER SYSTEMS. ADDITIONAL EASEMENT AREA IS ALSO CONVEYED FOR INSTALLATION AND MAINTENANCE OF MANHOLES, CLEANOUTS, FIRE HYDRANTS, WATER SERVICES FROM THE MAIN TO AND INCLUDING THE METERS AND BOXES, SEWER LATERALS FROM THE MAIN TO THE CURB OR PAVEMENT LINE, AND THE DESCRIPTIONS OF SUCH ADDITIONAL EASEMENTS HEREIN GRANTED SHALL BE DETERMINED BY THEIR LOCATIONS AS INSTALLED.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, AND REGULATIONS OF THE CITY OF VENUS, TEXAS.

WITNESS OUR HAND AT _____ , TEXAS, THIS THE _____, 2021.

OWNER:

BY: _____
FERNANDO MEDINA-HINOJOSA

STATE OF TEXAS
COUNTY OF JOHNSON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS ON THIS DAY PERSONALLY APPEARED FERNANDO MEDINA-HINOJOSA, KNOWN TO ME OR PROVED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2021.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

COMMISSION EXPIRATION: _____

A FINAL PLAT OF

LOT 1, BLOCK 1
MEDINA ADDITION

CITY OF VENUS ETJ, JOHNSON COUNTY, TEXAS

A TRACT OF LAND SITUATED IN THE P.P. BARNES SURVEY, ABSTRACT NO. 25, JOHNSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO FERNANDO MEDINA-HINOJOSA IN THAT DEED RECORDED IN INSTRUMENT NO. 2020-31592, DEED RECORDS, JOHNSON COUNTY, TEXAS.

DFW JOB NUMBER 2021053-01

Medina Addition



11/12/2021, 10:58:03 AM

Site Structure Address Points
- Other
- Residential

Parcels

Road Centerlines
- County Road

Farm To Market

City Boundaries
- VENUS

County Boundary

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Maxar, Microsoft

ArcGIS Web AppBuilder

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Texas Historical Commission | United States Postal Service | Maxar, Microsoft |

CONTRACT FOR PROVIDING FIRE EXTINGUISHMENT AND EMERGENCY SERVICES WITH A MUNICIPALITY

THE STATE OF TEXAS §
§
COUNTY OF JOHNSON §

This **CONTRACT FOR PROVIDING FIRE EXTINGUISHMENT AND OTHER EMERGENCY SERVICES** hereinafter called Contract, effective as of the 1st day of October, 2021 by and between **JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1,** hereinafter referred to as "DISTRICT", a political subdivision of the State of Texas organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775, Texas Health and Safety Code, hereinafter called the "Act", and the **CITY OF XXXXXXX,** hereinafter called "Department", duly organized and operating under the laws of the State of Texas;

Witnesseth:

WHEREAS, the DISTRICT is a duly organized emergency services district and a political subdivision of the State of Texas created for the protection of life and property and to provide emergency services, with the full authority to carry out the objects of its creation, and to that end is authorized to enter into and perform any and all necessary contracts;

WHEREAS, pursuant to Section 775.031 of the Act, the DISTRICT has the authority to enter into contracts with others, whereby fire fighting facilities and fire extinguishment and emergency services may be available to the DISTRICT, upon such terms as the governing body of the DISTRICT shall determine;

WHEREAS, the DISTRICT desires to secure fire extinguishment and emergency services for a specified area of Johnson County, Texas, hereinafter referred to as Service Area, to preserve the property located within the DISTRICT, and to preserve and to protect the public health, safety and welfare of the citizens within the DISTRICT;

WHEREAS, the DISTRICT has determined that it is in the best interests of the residents and property owners of the DISTRICT to enter into a contract for fire extinguishment and other emergency services with the DEPARTMENT which is capable of providing same at levels acceptable to the DISTRICT;

WHEREAS, the DEPARTMENT currently provides for extinguishment and emergency services and is willing to furnish such facilities and provide such services to the Service Area for the consideration hereinafter provided; and

WHEREAS, the DEPARTMENT represents and warrants that it is in full compliance with any and all DISTRICT policies, and local, federal, and state law applicable to its operations and existence as a political subdivision and an emergency service organization in the State of Texas and any other applicable law related to it:

NOW THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree with the others as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Findings of Fact – The DISTRICT and DEPARTMENT find that the facts and statements set forth in the preamble to this Contract are true and correct for all purposes.

Section 1.02 Definitions – The following terms shall have the respective meaning assigned to them in this **Article I** wherever they are used in this Contract.

ACT – Chapter 775, Texas Health and Safety Code, Section, as amended.

AUTOMATIC AID - Refers to pre-arranged outside assistance that responds on the first alarm to certain incidents that require minimum resources such as building fires. There is no special request for aid as it is automatic.

BREACH OF CONTRACT – Shall mean an act or circumstance by either party to this contract, which violates or results in the non-compliance with this Contract or any provision herein.

CONTRACT – This Contract and any and all amendments or supplements hereto.

CURRENT DISTRICT POLICIES – District policies in effect on the date the contract is signed by both parties, or current policies recommended by the Policy Development Committee of the DISTRICT.

DEPARTMENT –**THE FIRE DEPARTMENT** of the **CITY OF XXXXXX** is duly organized and existing under the laws of the United States and the State of Texas, and in full compliance at all times with same.

DISTRICT – JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1, A political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act.

EMERGENCY – A circumstance of urgent necessity requiring the immediate action of a party in order to protect health, safety and welfare or property of the general public and commercial interests within the Service Area and outside or subject to mutual aid upon call of another municipality, fire department, emergency medical service or 911 network.

EMERGENCY SERVICES – As a minimum, those activities which are required for and related to the control and extinguishment of fires; and to those activities required for and related to providing service as a "First Responder Organization" as defined by Chapter 773, Texas Health and Safety Code or other applicable law, rule or regulation; other requests for assistance as dispatched by the DISTRICT from time-to-time, or standing by at a designated location, or on apparatus, or nearby in a state of readiness to perform these activities. This shall **not** be construed to in any way limit the ability of the DEPARTMENT to provide specialized services in addition to those required above.

FACILITIES – The fire fighting facilities and emergency equipment reasonably required to provide the fire extinguishment and emergency services to be rendered by the DEPARTMENT pursuant to this Contract.

MUTUAL AID - Generally referred to as an agreement between two or more departments to respond to formal requests for assistance under specific conditions. An on scene or responding primary department calls for assistance that has not been pre-arranged to be automatically dispatched on the initial assignment.

SERVICE AREA - The geographic boundaries of the DEPARTMENT as assigned by the DISTRICT and as such boundaries exist at present or may hereafter be amended. Compensation will be adjusted accordingly for any amended boundaries with negotiations between the DEPARTMENT and the DISTRICT to be based on the current formula. For purpose of reference, the current boundaries of the DEPARTMENT are described in Appendix "A," attached hereto and incorporated herein for all purposes. The DISTRICT shall provide an up to date map of the DISTRICT and the DEPARTMENT'S Service Area with individual boxes to allow expedited response to emergencies.

Section 1.03 Construction of Terms. If appropriate, in this Contract, words of the singular number shall be considered to include plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, and neutral gender shall be considered to include other genders.

DRAFT

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01 District's Representations – The DISTRICT represents that:

1. The DISTRICT is a duly constituted political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act and has the authority to enter into this Contract and the transactions contemplated hereby and to carry out its obligations hereunder.

2. The DISTRICT is not in default under or in violation of the Constitution and/or laws of the State of Texas relevant to the consummation of the transactions contemplated by this contract and has authorized the execution and delivery of this Contract.

Section 2.02 Department's Representation and Warranties – The DEPARTMENT hereby makes the following representations and warranties as the basis for the undertakings on the part of the DEPARTMENT herein contained:

1. The DEPARTMENT, through the City, is validly existing and in good standing, and shall at all times remain so during the term of this Contract.

2. The DEPARTMENT, through the City, has full power and authority to execute and deliver this Contract and has, by proper action, duly authorized the execution and delivery of this Contract.

3. Neither the execution nor delivery of this Contract, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms or conditions of this Contract conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the DEPARTMENT is now a party or by which it is bound, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of the DEPARTMENT.

4. The DEPARTMENT shall provide the EMERGENCY SERVICES called for by this Contract, including, but not limited to, the fighting and extinguishment of fire and the provision of other emergency services to the Service Area, including, but not limited to, First Responder Emergency Medical Services. The Contract also recognizes the DEPARTMENT'S ability to provide and receive Mutual Aid, Automatic Aid, or other aid to/or from other emergency service organizations as deemed necessary by the DEPARTMENT or DISTRICT. The DISTRICT reserves the right to be informed of any mutual, automatic, or other aid agreements between the DEPARTMENT and agencies outside the DISTRICT contractors. EMERGENCY SERVICES shall be provided by the DEPARTMENT. The DEPARTMENT shall be required to respond to a minimum of 80% of the calls for assistance that it is dispatched

to. A response shall be defined as notification made to dispatch by the department via radio, that personnel are enroute to the emergency with the appropriate equipment and apparatus within twelve minutes of "tone–out". If during any one-month time period, the DEPARTMENT is unable to respond to more than 20% of the calls for assistance in their jurisdiction, the DISTRICT shall review the response information; meet with the DEPARTMENT Fire Chief or representative and make recommendations to improve response capabilities. Beginning with the second month and for each additional month that the DEPARTMENT fails to respond to more than 20% of the calls for assistance in their jurisdiction, the DEPARTMENT's monthly payment amount shall be divided by the total number of calls dispatched for that month and payment made to the department(s) that were the primary responder on each call. Failure to meet the minimum response requirements for three (3) months of the contract period may result in termination of the Contract.

5. The DEPARTMENT warrants and represents that it shall comply faithfully with all provisions of the Act and all other local, state, or federal laws, rules, or regulations applicable to the DEPARTMENT and its duties under this Contract, and further shall, throughout the term of this Contract, be in compliance with all properly adopted DEPARTMENT and DISTRICT policies currently in effect.

6. The DEPARTMENT shall participate in a recognized Training Program that is substantially equal to the Texas Commission on Fire Protection and or State Fireman's and Fire Marshal's Association testing and skills verifications.

7. The DEPARTMENT shall ensure that personnel have the following minimum training.

All personnel entering into IDLH atmosphere must have Live Fire Prerequisites (Formerly Intro Firefighter) Certification or greater, SCBA Part B and Live Burn Class taught by ESD personnel, personnel certified by the ESD, or other certified TCFP training facility; Personnel that already have Basic SFFMA or TCFP FF 1 certifications or greater are not required to attend the SCBA Part B and Live Burn class taught by the ESD but it is recommended.

6. All personnel responding on EMS calls shall have:

EMR Course Completion or (FRO certification prior to 2010 with continuous membership with a JCESD #1 Department, will be accepted),
or an Approved (by JCESD Medical Director) American Safety and Health Institute EMR certification or greater certification.
Shall have current CPR certification.

Shall have completed and passed current Medical Protocol Test and Skills Proficiency Test.
Proctors for testing shall be authorized by Medical Director.

All members shall adhere to the current DISTRICT Medical Director's emergency medical protocols.

*All personnel at the scene of an incident who are not qualified under part 7 above (ride-outs, observers, cadets, etc.) and Probationary Firefighters shall be clearly identified with distinctive, vests, helmets, or other methods

7. The DEPARTMENT warrants that the Fire Chief and Assistant Chief have the following certifications:

Head of Department (TCFP) or
Firefighter I Certification (TCFP or SFFMA) and
ICS – 100
IS – 700

8. The DEPARTMENT shall insure that at least 90% of all personnel participating in emergency operations have completed a minimum of 20 hours of ESD, SFFMA, State, or Federal training, for the previous 12-month period beginning August 1 of the previous contract year and ending July 31st of the contract year.

Section 2.03 Joint Representations – No member of the DISTRICT or DEPARTMENT has any significant or conflicting interests, financial, employment or otherwise in the transactions contemplated hereby, other than as a resident or property owner of the DISTRICT, which has not been brought to the attention of all parties concerned. No member of the DEPARTMENT shall be an interested party or a party which benefits from any conduct of business by the DEPARTMENT or the DISTRICT which would present a conflict under the Texas nepotism laws or other state laws regarding competitive bidding or conflicts of interests. Should any member of the DEPARTMENT or any other responsible person believe a party or person governed by the Contract is violating this provision; the person with such belief shall have a right to require that the matter be discussed with the opposing party at an open meeting of the DISTRICT.

ARTICLE III
SERVICES TO BE PROVIDED

Section 3.01 General – During the term of this Contract, the DEPARTMENT agrees to provide Emergency Services to the Service Area on a 24 hour per day basis seven days a week.

Section 3.02 Non-Exclusive Agreement – The DEPARTMENT hereby acknowledges and agrees that its primary responsibilities are to its assigned Service Area. However, in order to ensure to the greatest extent practical that there will be sufficient facilities and

emergency resources available to the DISTRICT, the parties acknowledge that the DEPARTMENT may enter into Mutual Aid Agreements or other agreements with other non-DISTRICT emergency services organizations, fire departments, or municipalities in the area for provision of Emergency Services. The DISTRICT may also make agreements for service with other agencies or directly provide DISTRICT resources for the provision of emergency services in the Service Area.

Section 3.03 Approvals and Permits – The DEPARTMENT agrees to obtain all necessary licenses, permits, certifications and approvals, as the case may be, that are necessary from any governmental bodies or agencies having jurisdiction in connection therewith for the provision of Emergency Services to the Service Area as called for by this Contract or otherwise required by law. It is the DEPARTMENT'S sole responsibility to renew and maintain its status as a "First Responder Organization" as defined by Chapter 773, Texas Health and Safety Code. The DEPARTMENT'S failure to obtain and/or maintain said licenses will result in withholding of all payments by the DISTRICT to the DEPARTMENT until the problem is corrected as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate this Contract.

Section 3.04 Maintenance and Operation – The parties hereto agree that during the term of this Contract, the DISTRICT shall have **no** responsibility or liabilities whatsoever for operating, maintaining, repairing and ensuring any facilities by which Emergency Services are provided by the DEPARTMENT. Such responsibilities belong **solely** to the DEPARTMENT.

Section 3.05 Compliance with Governmental Requirements – The DEPARTMENT shall at all times conduct its activities in accordance with all current applicable statutes, laws, rules, and regulations and shall further obtain and maintain all permits, consents and certificates that are required by any governmental body or other entity with jurisdiction over the DEPARTMENT.

Section 3.06 Liaison – The City Manager or his/her duly authorized Fire representative, shall be the liaison with the DISTRICT.

Section 3.07 Independent Contractors: Personnel of Department – Notwithstanding anything in this Contract which may be construed to the contrary, the DEPARTMENT and all of its personnel, employees, members, volunteers or agents shall at all times be independent contractors and not employees, volunteers, members, agents, or representatives of the DISTRICT. The DEPARTMENT and its personnel shall at all times have the right to control the details of their work. By entering into this Contract, the DISTRICT and DEPARTMENT do not waive, nor shall it be deemed to waive, any rights, defenses or immunities either may have under any applicable federal or state statute, law, rule or regulation. Specifically citing Texas Government Code Section 791.006 (a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Contract, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the

furnishing of services under this Contract is the responsibility of the individual party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described in this Contract is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

Section 3.08 Automatic Aid – The DEPARTMENT agrees to respond to emergency incidents in other jurisdictions as dispatched to ensure that essential personnel and/or equipment shall be available. The DEPARTMENT further agrees to receive aid from other jurisdictions to ensure that adequate personnel and resources respond quickly to emergencies.

Section 3.09 ISO Rating – In order to accomplish a County-wide ISO rating improvement, the DEPARTMENT agrees that all of its apparatus are equipped in accordance with the latest adopted version of NFPA 1901 and shall have in place a program to annually:

- Test its full complement of hoses in accordance with NFPA 1961
- Test its full complement of ground ladders in accordance with NFPA 1932
- Test the pumps of its Class A Engines in accordance with NFPA 1911

ARTICLE IV
INSURANCE AND INDEMNIFICATION

Section 4.01 Insurance – The DEPARTMENT or City thereof agrees to insure all its facilities and properties reasonably required to provide Emergency Services hereunder, against loss or damage of kinds usually insured against by entities similarly situated. The insurance will be provided through the Texas Municipal League Risk Pool or with one or more reputable insurance companies in the minimum amount required by Texas Law for death, and bodily injury or property damage.

1. The DEPARTMENT agrees to carry public liability insurance with respect to the facilities through the Texas Municipal League Insurance Risk Pool or with one or more insurance companies licensed in the State of Texas in the minimum amount required by Texas Law for death, bodily injury or property damage.

2. The DEPARTMENT agrees to carry errors and omissions, general liability and other insurance necessary for its operations and for any and all risks that may be necessary in its operations as a Texas Non-Profit Corporation or an emergency services organization.

3. Each insurance policy provided for in this Contract shall be in the name of the DEPARTMENT or City as the named insured and the DISTRICT as an additional insured.

4. If said insurance is not provided the DEPARTMENT will be considered in breach of contract. All payments made by the DISTRICT to the DEPARTMENT shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract.

Section 4.02 Workers' Compensation Coverage – The DEPARTMENT shall maintain workers' compensation coverage for its employees, officers and volunteers related to or arising from the DEPARTMENT'S performance under this contract. The DEPARTMENT recognizes that the DISTRICT has no responsibility to furnish this coverage and DEPARTMENT waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage. If said insurance is not provided, the DEPARTMENT will be considered in breach of contract. All payments made by the DISTRICT to the DEPARTMENT shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract without recourse.

Section 4.03 Indemnification – To the fullest extent allowed by law, The DEPARTMENT shall indemnify and hold the DISTRICT, as well as its commissioners, officials, agents, volunteers, representatives, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DEPARTMENT or its contractors, officials, agents, employees, volunteers, subcontractors, or representatives, in performing the services required under this Contract, except where the DISTRICT is concurrently negligent or has committed concurrent intentional acts or omissions. The DISTRICT shall indemnify and hold the DEPARTMENT, as well as its governing body, officials, agents, volunteers, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DISTRICT or its commissioners, officials, agents, employees, volunteers, contractors, subcontractors, or representatives in performing under this Agreement, except where the DEPARTMENT is concurrently negligent or has committed concurrent intentional acts or omissions. It is expressly understood and agreed that, in the execution of this Contract, neither DISTRICT or DEPARTMENT waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against any claims by third parties arising in the exercise of its governmental powers or other powers or functions or pursuant to the Texas Tort Claims Act or other applicable statute, law, rule, or regulation, including, but not limited to sovereign or official immunity. In accordance with Texas Government Code, Section 791.006 regarding assignment of civil liability, and except as otherwise provided by applicable law, including, but not limited to, regulations regarding workers compensation insurance, each party hereto shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. The DEPARTMENT or DISTRICT shall not be liable for benefits or any other compensation for injuries or death of the other party's employees or volunteers while performing services under this Agreement. An employee

or volunteer shall be deemed to be performing services when en route to, en route from, or at the scene of a call or emergency. Specifically citing Texas Government Code Section 791.006 (a-1), the DISTRICT and DEPARTMENT agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual DEPARTMENT or DISTRICT performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The DEPARTMENT and DISTRICT agree that the assignment of liability described in this Section is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

ARTICLE V
PAYMENTS BY DISTRICT

Section 5.01 Methods of obtaining Funds from the District –

1. Payment for Services – The length of this Contract will be from October 1, 2021 through September 30, 2022. After meeting its obligations for operating expense, debt service and establishment of a reserve fund, and other costs and expenses as determined by the DISTRICT, the DISTRICT shall annually compensate the DEPARTMENT for the services provided by the DEPARTMENT in the amount of $ XXX,XXX.XX will be payable in monthly installments on or before the 25th of each month. All funds to be provided hereunder shall be from current funds only, and the DISTRICT reserves the right to withhold any payment or appropriation of the above amount if the DEPARTMENT is in breach of this Contract and reserves its right of non-appropriation.

2. The DEPARTMENT may be eligible to receive additional funding through the District's Incentive Program (Appendix B).

3. Advance Funding – As unbudgeted or emergency needs arise; the DEPARTMENT may submit a proposal in writing to the DISTRICT for advance funding. The proposal shall itemize the proposed expenses, but final approval of the proposal shall be decided by the DISTRICT on the basis of need and available funds.

4. Pursuant to Section 775.073, Texas Health & Safety Code, and other applicable law, it is understood and agreed by the parties that any funds allocated by the DISTRICT to the DEPARTMENT are for maintenance and operation expenses only in the provision of the Fire and EMS Services set forth herein, and the DEPARTMENT, unless otherwise agreed to by the parties hereto in writing, shall not use any DISTRICT Funds for the purchase, lease, or acquisition of any real or personal property, and any real or personal

property of the DEPARTMENT shall remain the sole property of the DEPARTMENT unless District funds are used to purchase, lease, or otherwise acquire real or personal property. The parties further agree that the DEPARTMENT does not have any ownership interest in the real and personal property of the DEPARTMENT, except for that real or personal property purchased with DISTRICT Funds. The DISTRICT payments under this Agreement do not create an ownership interest in the real and personal property of the DEPARTMENT, unless such DISTRICT Funds are used in contravention of this provision and applicable law, and DISTRICT Funds are used to purchase such real or personal property.

5.02 **Radio User Fees** the DISTRICT will pay radio user fees for up to fourteen (14) radios for the DEPARTMENT. Any user fees above ten (14) for the DEPARTMENT shall be solely the responsibility of the DEPARTMENT. Payment of radio use fees in excess of fourteen (14) per DEPARTMENT will be in reduction of the DISTRICT'S contractual payments hereunder for Emergency Services provided by the DEPARTMENT, unless otherwise paid for by the DEPARTMENT with proof of payment submitted by the DEPARTMENT to the DISTRICT. The 2021-21 radio user fee is set at $22.66 per radio per month, or $271.92 annually, and any other fees or amounts will be borne by the DEPARTMENT as set follows: for 14 radios or less, the DISTRICT pays the radio user fees, and for each additional radio, DEPARTMENT shall pay $271.92 per radio per year as set forth herein.

ARTICLE VI
ASSIGNMENT AND MODIFICATION

This Contract shall not be assignable by the DEPARTMENT, in whole or in part without obtaining the prior **written** consent of the DISTRICT. Further, this Contract may be modified only upon the prior **written** consent of the parties. Notwithstanding the foregoing, in the event that any city that has any area within its corporate or extra territorial jurisdiction included within the DISTRICT'S territory, notifies the DISTRICT of the exclusion of an area from the DISTRICT'S territory, pursuant to the Act, and if such event causes a change in the Service Area, or scope of Emergency Services to be rendered hereunder, the parties agree that the Contract shall be amended so that the payments may be adjusted accordingly. The DISTRICT reserves the right to terminate this Contract or reduce, expand, modify or otherwise change or terminate the Service Area of the DEPARTMENT as may be necessary for the protection of its citizens or if the DEPARTMENT breaches any provision of this Contract. It is understood and agreed between the parties that the DISTRICT may not expand the Service Area of the DEPARTMENT without the DEPARTMENT'S approval.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Compliance with Applicable Regulations – The DEPARTMENT shall observe and comply, where applicable, with all Federal, State, County, DISTRICT, and City laws, rules, ordinances, regulations, and policies in any manner affecting the

conduct and provision of the Emergency Services herein provided and the performance of all obligations undertaken by the DEPARTMENT under this Contract.

Section 7.02 Inspection of Equipment - The District or its agent has the right to inspect the equipment and/or pertinent records of the DEPARTMENT. The parties acknowledge that the nature of the DEPARTMENT'S equipment and/or record keeping determines the consideration paid under this Agreement. In the event that the proper records are not available, the procedures or penalties stated in the corresponding portions of this contract will be followed. In the event that the inspection reveals that the equipment is not in operating condition the DEPARTMENT will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition during the re-inspection, all payments by the DISTRICT to the DEPARTMENT may cease until the issue is corrected as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate this Contract.

Section 7.02 A. Out of Service Apparatus and Equipment – The DEPARTMENT shall notify Fire Dispatch when an apparatus or special equipment is out of service for more than twenty-four (24) hours. Fire Dispatch will then notify the Executive Director for the ESD. When the apparatus or special equipment is put back in service the DEPARTMENT will notify Fire Dispatch.

Section 7.03 Reports and Other Information –

1. The DISTRICT shall purchase one license for the current electronic Record Management System (RMS) software for each DEPARTMENT.
2. The DEPARTMENT shall maintain accurate, up to date records in RMS for personnel, apparatus, training, and incidents.
3. The DEPARTMENT shall complete a basic incident report in RMS within 3 days of the completion of each of the DEPARTMENT's emergency responses. Reports shall be a complete, thorough, accurate description of actions taken by the Department's personnel and shall include an appropriate narrative(s) section.
4. By the tenth of each month, the DEPARTMENT shall submit to TxFIRS via the RMS, the previous month's incident reports.
5. All Training activities of the DEPARTMENT must be entered into RMS by the end of the month the activity occurred.
6. The DEPARTMENT must provide the DISTRICT access to its Incident Report, personnel rosters, and Training modules for the purpose of running statistical reports, quality control checks and qualification for any incentives and/or other such functions as determined by the DISTRICT. If access by the DISTRICT is denied or the proper records are not entered on time all payments made by the DISTRICT to the DEPARTMENT shall cease until proper reports are entered, or the DISTRICT may, at its discretion, terminate the Contract under the terms of section 7.07.
7. The DEPARTMENT shall submit to the DISTRICT, upon request, the contracting cities most recently completed audit for fiscal year. The DISTRICT agrees to send an email verifying the receipt of the report.

Section 7.04 Badge Identification- Each DEPARTMENT shall insure that each of its members has a current identification card provided by the DISTRICT. Each member of the DEPARTMENT is required to have in their possession the DISTRICT identification card anytime they are performing their duties for their DEPARTMENT. The card is to be used for identification and verification of training levels for each individual. Upon request from a citizen, Incident Commander (or his/her designee), or Medical Director (or his/her designee), or DISTRICT representative, the individual shall produce the ID card for verification. Each DEPARMENT is responsible to make arrangements with the DISTRICT to have new member's cards made, lost cards replaced, and return cards of members that are no longer with the DEPARTMENT.

Section 7.05 Term of Contract – This Contract shall be for a period of twelve (12) months commencing on the 1st day of October of 2021 and ending at 12:00 midnight on September 30, 2022. It is understood by the DEPARTMENT and DISTRICT that the DISTRICT shall prepare a new contract so that it may be signed on or before September 30, 2021.

Section 7.06 Termination of Contract by Mutual Agreement – This Contract may be terminated before the end of its term by mutual written agreement, by non-appropriation or non-payment of funds by the DISTRICT, or as otherwise allowed hereunder. If either party elects to terminate this agreement, a 30-day written notice must be submitted to the other party for the notification of the intent to terminate said agreement. A 30-day written notice of non-renewal is also required prior to September 30 of contract year. If the Contract is terminated for any reason by either party, the DEPARTMENT understands that it will no longer receive compensation for services that are no longer provided under contractual obligation.

Section 7.07 Termination of Contract for Breach – This Contract may be terminated by either party due to the other party committing a "Breach of Contract" as the same is defined in Section 1.02 herein which remains uncured for 30 days following written notice as provided herein. Termination under this section will require formal notice from the non-breaching party in the manner provided in Section 7.08 hereof. The notice shall state clearly the reason for the party claiming Breach of Contract, the ground therefore with specific reference to the section and language in the Contract allegedly breached, and the method or circumstance which will, in the reasonable opinion of the non-breaching party, (a) provide cure of the breach, or (b) show to the satisfaction of the non-breaching party that no breach has occurred.

In the event that the Party alleged to have breached the Contract fails to reasonably satisfy the non-breaching Party that no "Breach of Contract" has occurred or that a cure of such Breach of Contract has been reasonable accomplished, the Party claiming the breach shall provide to the other Party written notice of termination of the Contract in the manner provided in Section 7.08 hereof.

If the Parties shall remain in dispute as to the reasonableness of the grounds asserted as an alleged Breach of Contract or the reasonableness of the cure thereof, the issue of whether the Contract was breached may be determined by mediation, with the selection of a mediator being mutually agreed upon by the DISTRICT and the DEPARTMENT.

Section 7.08 Rights on Termination – To the extent permitted by law, upon termination of the Contract, all rights and obligations of the Parties accruing prior to the date of termination shall remain in full force and effect, including without limitation the distribution of Payments by the DISTRICT, as provided by Article V hereof, pro rata to the date of termination, subject to appropriation by the DISTRICT.

Section 7.09 Notices – All notices, certificates, or other communications hereunder shall be sufficiently given or shall be deemed given when delivered by regular mail, or sent by proven facsimile or by e-mail or in the case of notice of breach of contract, by certified mail, return receipt requested, addressed as follows:

If to the **DISTRICT**:

JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO.1
2451 Service Dr.
Cleburne, TX 76033

If to the **DEPARTMENT**:

City of XXXXX FIRE DEPARTMENT
XXXXXX
XXXXX, TX XXXXX

The DISTRICT or the DEPARTMENT may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 7.10 Binding Effect – This Contract shall insure to the benefit of and shall be binding upon the DISTRICT and the DEPARTMENT, and their respective successors and assigns.

Section 7.11 Severability – In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, unless the provision invalidated should invalidate a material obligation of either party.

Section 7.12 Execution and Counterpart – This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same instrument.

Section 7.13 Captions – The captions or heading in this Contract are for convenience only and in no way define, limit or otherwise describe the scope or intent of any provision or section of the Contract.

Section 7.14 Status of Parties Relationship – Nothing in this Contract shall be construed to make either party the partner or joint venture of or with the other party. It is further agreed that in the performance of all obligations undertaken by this Contract, the

DEPARTMENT is an independent contractor with the right to supervise, manage, control and direct the performance of Emergency Services in accordance with DISTRICT, state and federal statutes, laws, rules, policies and regulations. By entering into this Contract, the DISTRICT does not waive, nor shall it be deemed to waive any rights, defenses, or immunities it may have under any applicable federal or state statue, law, rule or regulation. Any rights that the DEPARTMENT may have under this Contract may not be assigned without the express written permission of the DISTRICT.

Section 7.15 Governing Law – The validity, interpretation of the provisions of this Contract shall be governed by the laws of the State of Texas. Pursuant to Chapter 791, Texas Government Code, and other applicable law, any funds required hereunder to be expended by either party shall be from current revenues.

Section 7.16 Enforcement – In enforcing the performance of the provisions of this Contract all parties shall have the right to the exercise of all procedures available under applicable law or equity. No waiver of any breach or default of any provision of this Contract shall be deemed a waiver of any subsequent waiver or default. This Contract is executed in Johnson County, Texas, and venue over any action relating to any provision of this Contract shall be exclusively in Johnson County, Texas. This Agreement shall by governed by the laws of the State of Texas. If the DISTRICT or DEPARTMENT is a prevailing party in any litigation or other action brought under this Contract or otherwise, the prevailing party shall be entitled to recover all costs of court and expenses, including reasonable attorney's fees, incurred therein. In addition to any remedies the DISTRICT may have at law or in equity or its right of non-appropriation, if the DEPARTMENT is in breach or violation of any provision of this Contract or any federal, state, local, or DISTRICT statute, law, rule, regulation, policy, or procedure, the DISTRICT may, without limiting the its remedies, terminate this agreement, withhold funds from the DEPARTMENT, or take any other reasonable action the DISTRICT deems appropriate under the circumstances then existing.

Section 7.17 Force Majeure – To the extent that any party to this Contract shall be wholly or partially prevented from the performance within the period specified of any obligation or duty placed on such party by any reason of or through strikes, stoppage of labor, riot, flood, failure of utilities, public water supply, invasions, insurrections, the order of any court, judge, or civil authority, or of act of God, then, in such event, the time for the performance of such obligation or duty shall be suspended until such inability to perform is removed.

Section 7.18 Defined Terms – The defined terms in this Contract shall have the meanings as defined herein whether or not the term appears in all capitalized letters or in upper and lower-case letters.

Section 7.19 Communications – The main form of daily communications between the DISTRICT and the DEPARTMENT shall be via e-mail. It is the responsibility of both parties to immediately inform the other of any changes to agency contact information.

DRAFT

Contract Affidavit

In witness thereof, the DISTRICT and the DEPARTMENT or CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____ day of _____, 2021.

JOHNSON COUNTY EMERGENCY SERVICES DISTRICT #1
2451 Service Drive
Cleburne, TX 76033

By: _____
Gerald Miller, President

Sworn and subscribed to me this _____ Day of _____, 2021.

SEAL _____
Notary Public, State of Texas

ATTEST:

BY: _____
Wes Shipley, Secretary

Sworn and subscribed to me this _____ Day of _____, 2021.

_____
Notary Public, State of Texas

SEAL

DRAFT

Contract Affidavit

In witness thereof, the DISTRICT and the DEPARTMENT or CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____ Day of _____, 2021

CITY OF XXXXXX FIRE DEPARTMENT
XXXXXX
XXXXXX, TX XXXXX

BY: _____
Mayor or other Authorized Representative

_____
Printed Name

Sworn and subscribed to me this _____ Day of _____, 2021.

_____
Notary Public, State of Texas

SEAL

ATTEST:

BY: _____
City Secretary

_____
Printed Name

Sworn and subscribed to me this _____ Day of _____, 2021.

_____
Notary Public, State of Texas

SEAL

DRAFT

RESOLUTION 25-2021-12

AN RESOLUTION OF THE CITY OF VENUS, RUNNELS COUNTY, TEXAS, REPEALING THE "MASTER FEE SCHEDULE" IN ITS ENTIRETY AND REPLACING IT WITH A NEW MASTER FEE SCHEDULE WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, PROVIDING FOR THE AMOUNT OF ALL FEES ASSESSED BY THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Venus ("City") has established charges for water and sewer rates in the Master Fee Schedule; and

WHEREAS, after reviewing said fees, the City has determined that the fees are inappropriate and should be amended; and

WHEREAS, the City Council has determined that it is more appropriate to repeal the previous Master Fee Schedule in its entirety and replace it with a new Master Fee Schedule.

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

SECTION 1. That the City of Venus' current "Master Fee Schedule" established by Ordinance No. 730-2021-06 should be repealed in its entirety and replaced by this Master Fee Schedule which is attached hereto and incorporated herein for all purposes as Exhibit "A", is hereby adopted.

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

SECTION 3. That should any word, phrase, paragraph, or section of this Resolution be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Resolution as a whole.

SECTION 4. That this Resolution shall take effect on and after its adoption by the City Council of the City of Venus.

PASSED AND APPROVED this 13th day of December 2021.

APPROVED:

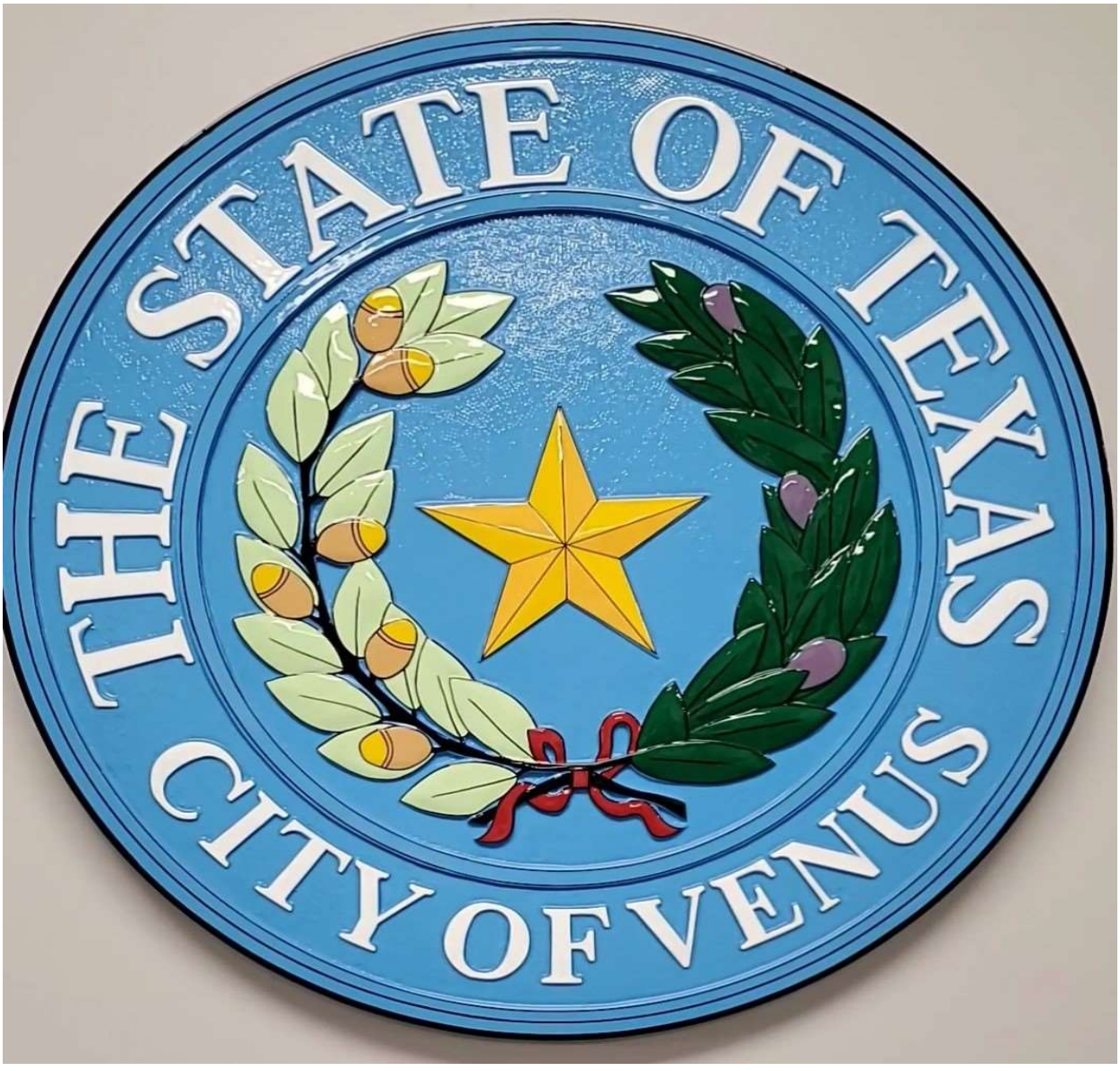
By: _____
James L. Burgess, Mayor

ATTEST:

By: _____
Callie Green, City Secretary

EXHIBIT "A"
MASTER FEE SCHEDULE

City of Venus, Texas
Ellis/Johnson Counties



Master Fee Schedule
Proposed 12/2021

Master Fee Schedule
Table of Contents
Proposed Changes 12/2021

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Code Enforcement

Description	Current	Notes
Animal Control Fees		
Registration: Cat & Dog - every 2 years	$ 10.00	
Registration: Dangerous Dog	$ 50.00	
Registration waiver: Assist hearing/visual/phyiscal imparied, law	$ -	
Lost or Replacement Registration tag:	$ 5.00	
Microchip (after impoundment release)		
Impoundment Fee: City of Venus holding pens - per animal (if the animal is	$ 25.00	
Transport animal to SPCA	$ 125.00	
Pickup and disposal of dead animal for owner	$ 50.00	
Surrender Animal (72hr Hold) per animal	$ 125.00	
Puppies or Kitten up to 4mths - per litter	$ 150.00	
10 Day Observation Period (if owner does not claim)per animal	$ 225.00	
After 10 Day Observation Period (absent evidence compliance req under	$ 21.00	
Animal Trap Deposit (Refundable if not damaged)	$ 50.00	
Alarms		
Annual Residential Alarm Registration	$ 50.00	
Annual Commercial Alarm Registration	$ 100.00	
Annual Education/Government/Non Profit Alarm Registrtion	$ -	
Penalty for operation without permit	$ 200.00	
False Alarm		
Burglary: more than 3 fewer than 6 in the preceding 12mths	$ 50.00	
Burglary: more than 5 fewer than 8 in the preceding 12mths	$ 75.00	
Burglary: more than 8 in the preceding 12mths	$ 100.00	
Fire alarm: excess 2 alarms in preceding 12mth	$ 200.00	
Robbery: excess 2 alarms in preceding 12mth	$ 200.00	
Emergency medical assistance, panic, distress: excess 2 alarms in	$ 75.00	
Police Retiree Firearms Qualification Course - (# Years of Service with		
Qualified Retired Officer in Good Standing without 10 YOS	$ 75.00	
Qualified Retired Officer in Good Standing with 10 YOS	$ -	

Fire			
Description		**Current**	**Notes**
Fire Underground			
Fire Code Plan review		$ 200.00	
Fire Code Plan inspection		$ 250.00	
Fire Extinguisher Suppression System			
Per permit, one inspection		$ 450.00	
Each, re-inspection		$ 100.00	
Fire - Site Plan			
Fire Code Plan review		$ 250.00	
Fire Code Plan inspection		$ 250.00	
Fire - Certificate of Occupanncy Inspections			
Fire Certificate of Occupany inspections (min. 1hr per inspection)		$ 150.00	
Fire - Fire Safety Inspections			
Day Care, Foster Care, Commercial Business (each inspection and re-inspection per location)		$ 100.00	
Nursing Home/Assisted Living/Group Home/School (each inspection and re-inspection per location)		$ 250.00	
Fire - Underground/Above ground Fuel Storage tanks			
Fire Code Plan review		$ 350.00	
Fire Code Plan inspection		$ 450.00	
Installation or testing underground flammable liquid storage tank system (per location)		$ 400.00	
Testing of underground flammable liquid storage tank system lines only (per location)		$ 125.00	
Testing of underground flammable liquid storage tank system equipment (per location)		$ 125.00	
Removal of underground flammable liquid storage tanks (per tank)		$ 75.00	
Abandonment of underground/lines (per tank)		$ 250.00	
Above ground waste oil tank inspection		$ 75.00	
Above ground protected tank inspection		$ 125.00	
Mobile fueling inspection		$ 250.00	

Fire			
Single Family Residential - Fire Services			
Fire Code Plan Review (fire sprinkler)		$ 175.00	
Fire Code Inspection (fire sprinkler)		$ 400.00	
Explosive Material			
2015 International Fire Code Sec 5601.2 related to explosive material		$ 125.00	
Conduct authorized burning operations		$ 1,000.00	
Fireworks displays direction		$ 200.00	
Pyrotechnic special or theatrical effects (per event)		$ 75.00	
Pyrotechnic special or theatrical effects - annual		$ 700.00	
Flame effects (only required if not used in conjunction with either fireworks display or pyrotechnic) per event		$ 75.00	
Flame effects (only required if not used in conjunction with either fireworks display or pyrotechnic) annual		$ 700.00	
Fire Alarm System Code			
Commercial/Multi-Family (construction plan review)	**Valuation**	**Fee**	
	Less than $6,250.00	$200.00	
	$6,251.00 to $250,999.00	$300.00	
	$251,000.00 to $500,999.00	$425.00	
	$501,000.00 to $1,000,999.00	$550.00	
	$1,001,000.00 to $3,000,999.00	$800.00	
	$3,001,000.00 to $6,000,999.00	$1,200.00	
	$6,001,000.00 and up	$1,200.00 plus $0.38 for each additional $1,000.00	
Commercial/Multi-Family (inspection)	**Valuation**	**Fee**	
	Less than $6,250.00	$300.00	
	$6,251.00 to $250,999.00	$425.00	
	$251,000.00 to $500,999.00	$525.00	
	$501,000.00 to $1,000,999.00	$675.00	
	$1,001,000.00 to $3,000,999.00	$950.00	
	$3,001,000.00 to $6,000,999.00	$1,425.00	
	$6,001,000.00 and up	$1,425.00 plus $0.38 for each additional $1,000.00	

Fire			
Fire Alarm Sprinkler System			
Commercial/Multi-Family (construction plan review)	**Valuation**	**Fee**	
	Less than $6,250.00	$200.00	
	$6,251.00 to $250,999.00	$300.00	
	$251,000.00 to $500,999.00	$425.00	
	$501,000.00 to $1,000,999.00	$550.00	
	$1,001,000.00 to $3,000,999.00	$800.00	
	$3,001,000.00 to $6,000,999.00	$1,200.00	
	$6,001,000.00 and up	$1,200.00 plus $0.38 for each additional $1,000.00	
Commercial/Multi-Family (inspection)	**Valuation**	**Fee**	
	Less than $6,250.00	$300.00	
	$6,251.00 to $250,999.00	$425.00	
	$251,000.00 to $500,999.00	$525.00	
	$501,000.00 to $1,000,999.00	$675.00	
	$1,001,000.00 to $3,000,999.00	$950.00	
	$3,001,000.00 to $6,000,999.00	$1,425.00	
	$6,001,000.00 and up	$1,425.00 plus $0.38 for each additional $1,000.00	

Parks & Recreation		
Description	**Current**	**Notes**
All Rental Fees and Deposit Due 5 Days prior to Rental		
Fielder Park		
Baseball Field without Lights (Resident) per day	$ 25.00	
Baseball Field with Lights (Resident) per day	$ 25.00	
Baseball Field without Lights (Non-Resident) per day	$ 25.00	
Baseball Field with Lights (Non-Resident) per day	$ 75.00	
Association/Organization Baseball Fields (per person per season)		
Youth - Resident	$ 5.00	
Youth - Non-Resident	$ 10.00	
Adult - Resident	$ 10.00	
Adult - Non-Resident	$ 15.00	
Baseball Field Clean up Fee (Charged only if area around bleachers & dugouts not cleaned by renter)	$ 100.00	
Concession Stand Rental for Associations & Organizations (For private sales in Park) per day	$ 60.00	
Concession Stand Key Deposit (Refundable)	$ 65.00	
Concession Stand Cleanup Fee (Only charged if Concession Stand Not cleaned by Renter)	$ 150.00	
Key Deposit (Restroom & Lights)	$ 50.00	
Large Pavilion/Downtown Gazebo		
Basic Usage Fee/First 2hrs of event (minimum)	$ 25.00	
Additional Hours (per hour)	$ 10.00	
Gazebo & Pavilion Cleanup Fee (Charged only if area around Pavilion not cleaned by renter)	$ 150.00	
Civic Center Rental Fees		
Level A: Rental of Lobby		
Cleaning Fee	$ 75.00	
Rental fee for first 2hrs	$ 60.00	
Additional per hour (after first 2hrs)	$ 25.00	
Level B: Rental of Lobby & Main Hall		
Cleaning Fee	$ 125.00	
Rental fee for first 2hrs	$ 60.00	
Additional per hour (after first 2hrs)	$ 25.00	
Level C: Rental of Lobby, Main Hall, & Kitchen		
Cleaning Fee	$ 175.00	
Rental fee for first 2hrs	$ 90.00	
Additional per hour (after first 2hrs)	$ 25.00	
Level D: Video & Sound System Rental w/Level A - C		
Rental of Equipment (first 2hrs)	$ 100.00	
Additional per hour (after first 2hrs)	$ 25.00	

Alcohol_Food_General			
	Description	**Current**	**Notes**
	Alcohol		
	Mixed Beverage Permit (Bar)	1/2 of TABC application fee	
	Mixed Beverage w/Food Permit (Bar, Restaurant, etc)	1/2 of TABC application fee	
	Package Store Permit (Liquor)	1/2 of TABC application fee	
	Wine & Beer Off Premise	1/2 of TABC application fee	
	Food Establishments		
	Food Permit	$ 50.00	
	Food Permit Renewal	$ 25.00	
	Mobile Food Vendor Permit	$ 50.00	
	Health Inspection	$ 150.00	
	Health Reinspection	$130.00	
	Temporary Event Permit	$75.00	
	New Construction Health Consultation Plan Reviews, Certificate of Occupancy, Venus Consultation	$225.00	May be higher depending on plan complexity.
	Complaint Investigation	$180.00	
	Grease,Grit,Sand Trap		
	Grease,Grit,Sand Trap	$ 100.00	
	Demolition		
	Residential	$ 25.00	
	Commercial (require asbestos report)	$ 100.00	
	Garage Sale		
	Garage Sale Permit (2 per year/3mth apart)	$ 10.00	
	Peddler, Solicitors, Itinerant Vendor		
	Peddler, Solicitors, Itinerant Vendor Permit (business + one agent)	$ 75.00	
	Additional individual agent	$ 25.00	
	Residential Rental Property		
	Property Registration	$ 25.00	
	Registration Renewal	$ 10.00	
	Certificate of Occupancy		
	New Building	$ 25.00	
	Existing Building	$ 50.00	

Alcohol_Food_General			
	Description	**Current**	**Notes**
	Clean & Show (for owner to get power turned on prior to tenant occupancy)	$ 35.00	
	Certificate replacement	$ 5.00	
	Certificate of Occupancy Health (Change of Use)	$225.00	

Alcohol_Food_General			
	Description	**Current**	**Notes**
	Contractor Registration		
	Master Plumber		
	Master Electrician		
	Licensed Irrigator	$ 100.00	
	Mechanical	$ -	
	General Contractor	$ 100.00	
	Backflow Inspector	$ 60.00	
	Trade Permits		
	Electrical	$ 100.00	
	Meter change	$ 25.00	
	Temporary Pole	$ 25.00	
	Mechanical	$ 100.00	
	Residential HVAC	$ 75.00	
	Commercial HVAC	$ 85.00	
	Plumbing	$ 100.00	
	Water Heater / Water Softener	$ 85.00	
	Gas line replacement	Based on Valuation: Minimum $25.00 & higher	
	Sewer line replacement	Based on Valuation: Minimum $25.00 & higher	
	Water line replacement	Based on Valuation: Minimum $25.00 & higher	
	Irrigation System	$ 85.00	
	Backflow inspection	$ 75.00	

Alcohol_Food_General			
	Description	**Current**	**Notes**
	Fence		
	Residential	$ 50.00	
	Commercial	$ 100.00	
	Pool		
	Residential: In-ground	$ 50.00	
	Commercial	$ 100.00	
	Commercial Pool Inspections	$ 225.00	
	Commercial Pool Health Insp.	$165.00	
	Roofing		
	Residential		
	Roof shingle replacement	$ 25.00	
	Roof decking/shingle replacement	$ 125.00	
	Commercial		
	Roof shingle replacement	$ 100.00	
	Roof decking/shingle replacement	$ 300.00	

Alcohol_Food_General			
	Description	**Current**	**Notes**
	Signs		
	Pole signs	$ 150.00	
	Monument Sign	$ 150.00	
	Wall signs, marquee, projecting or roof sign	$ 75.00	
	Portable Sign	$ 25.00	
	Builder directional sign (annually)	$ 30.00	
	Lighted sign, electrical fee	$ 150.00	
	Awning/Canopy sign	$ 75.00	
	Reface	$ 75.00	
	Development/project sign (annually)	$ 150.00	
	Banners, flags, and pennants	$ 25.00	
	Temporary (45 days during a single calendar year)	$ 25.00	
	Solar Panels		
	Solar Panel review & inspections	$ 160.00	
	Accessory / Storage Building		
	Under 600 sq ft	$ 75.00	
	Over 600 sq ft	$ 100 + 75 per inspection, varies per scope.	Accessory buildings over 600 feet require a full engineered foundation per code.
	Moving of Building(s)		
	Structure moving	$ 100.00	

Open Record Mgmt			
	Description	**Current**	**Notes**
	Standard Paper Copy (*each side that has recorded information is considered a page)	$0.10 per page*	
	Diskette	$ 1.00	
	Rewritable CD (CD-RW)	$ 1.00	
	Non-writable CD (CD-R)	$ 1.00	
	Digital video disc (DVD)	$ 3.00	
	Other electronic media	Actual cost	
	Audio Cassette	$ 2.50	
	Oversized paper copy	$ 0.50	
	Specialty paper	Actual cost	
	Postage and shipping	Actual cost	
	Accident report	$ 6.00	
	Certified accident report	$ 8.00	
	Police Dash cam video	$10.00 per recording + $1.00 per full minute	
	Police Body Worn camera	$10.00 per recording + $1.00 per full minute	
	Thumb drives	Actual cost	
	Notary Stamp	$5.00 first stamp, $1.00 each additional stamp	
	Fax	$2.00 first page, $1.00 each additional page	
	Labor charge for programming	$28.50 an hour	
	Labor charge for 50 pages or more	$15.00 an hour	
	Labor charge for records stored in two or more buildings	$15.00 an hour	
	Overhead charge for programming or 50 pages or more	20% of labor charge	
	Miscellaneous supplies(e.g.; labels, boxes)	Actual cost	

Building Permit			
	Description	**Fee**	**Notes**
	Permit fee	$0.56 per sq ft	
	Plan Review		
	Residential - New Construction - Add ons (closed-in area) (per sq ft)		
	0 - 1500 sq ft	$785.00	
	1501 - 10,000 sq ft	$785.00 for the first 1,500 sq ft. plus $0.35 for each additional sq ft to and included 10,000 sq ft	
	Over 10,001 sq ft	$3,760.00 for the first 10,000 sq ft. plus $0.15 for each additional sq ft to and included 10,000 sq ft	
	Commercial/Multi-Family		
	Valuation	**Fee**	
	$1.00 to $10,000.00	$50.00	
	$10,001.00 to $25,000.00	$70.69 for the first $10,000.00 plus $5.46 for each additional $1,000.00	
	$25,001.00 to $50,000.00	$152.59 for the first $25,000.00 plus $3.94 for each additional $1,000.00	
	$50,001.00 to $100,000.00	$251.09 for the first $50,000.00 plus $2.73 for each additional $1,000.00	
	$100,001.00 to $500,000.00	$387.59 for the first $100,000.00 plus $2.19 for each additional $1,000.00	
	$500,001 to $1,000,000	$1,200.00 for the first $500,000 plus $1.62 for each additional $1,000; or fraction thereof, to and including $1,000,000	
	$1,000,001 and up	$2000.00 for the first $1,000,001 plus $1.07 for each additional $1,000; or fraction thereof	
	Inspections		
	Description	**Fee**	
	Residential - New Construction	fee calculated with plan review	
	Residential - Reinspection Fee	Not in schedule $55.00 Proposed	
	Commercial/Multi-Family		
	Commercial - Reinspection Fee	Not in schedule $165.00 Proposed	
	Multi-family - Reinspection Fee	Not in schedule $255.00 Proposed	
	Valuation	**Fee**	
	$1.00 to $10,000.00	$75.00	
	$10,001.00 to $25,000.00	$108.00 for the first $10,000 plus $8.00 for each additional $1,000; or fraction thereof, to and including $25,000	
	$25,001.00 to $50,000.00	$230.00 for the first $25,000 plus $5.75 for each additional $1,000; or fraction thereof, to and including $50,000	

Building Permit			
	Description	**Fee**	**Notes**
	$50,001 to $100,000	$375.00 for the first $50,000 plus $4.00 for each additional $1,000; or fraction thereof, to and including $100,000	
	$100,001 to $500,000	$560.00 for the first $100,000 plus $3.20 for each additional $1,000; or fraction thereof, to and including $500,000	
	$500,001 to $1,000,000	$1,800.00 for the first $500,000 plus $2.75 for each additional $1,000; or fraction thereof, to and including $1,000,000	
	$1,000,001 and up	$3,250.00 for the first $1,000,001 plus $1.75 for each additional $1,000; or fraction thereof	

Building Permit			
	Description	**Fee**	**Notes**
	Residential Alterations / Additions		
	Carports, decks, patios, pergola,gazebos, garages, retaining walls, window replacement		
	Valuation	**Fee**	
	*Notes, for ease of use for the public we would like to move to a fee simple system for all residential jobs.		
	Additions to an existing building, Vertical Structures, New Structural	68 cents per square foot, min $230	
	Interior Remodel Residential, Infill, Non Structural improvements	24 cents per square foot, min $115	

Subdivision & Development	
Description	**Fee**
Park Fees	
New Single Family Residence	$ 100.00
Fees in lieu of Park Space	$40,000 per acre
Outdoor Warning Siren - New Home	
Warning siren fee (if opt out of Subdivision development construction) per lot	$ 250.00
Subdivision development siren construction (if not within 1 mile distance from operational siren)	Actual cost
Plats	

Includes initial reviw and one review after re-submittal			
Description	**Cost 1 to 5 lots**	**Cost 6 to 20 lots**	**Cost 21 or more lots**
Preliminary and/or Final Plat	$400.00 (+50 per lot/acre)	$800.00 (+50 per lot/acre)	$1,2500.00 (+50 per lot/acre) Max $6,500
Additional Review - Preliminary and/or Final Plat	$ 500.00	$ 500.00	$ 500.00
Plat Revision			
Preliminary Plat	1/2 of fee schedule in effect	1/2 of fee schedule in effect	1/2 of fee schedule in effect

Filing/Recording Plat	
Johnson County	Actual Cost
Ellis County	Actual Cost
Replat	
Residential Application Fee	$ 500.00
Commercial Application Fee	$ 1,000.00
Amending/Minor/Vacating Plat	
Residential	
Application fee	$ 500.00
Development Plans	
Site Plan Less than 2.00 Acres	$ 1,000.00
Site Plan More than 2.00 Acres	1000.00 + $50.00/acre (150 acre max)
Amendments to Approved Site Plan	$ 200.00
Floodplain Study Review	Actual cost + 15%
Impact Fees	
Water	$ 3,500.00
Sewer	$ 3,500.00
PID Fees	
Fee (per lot)	$ 2,500.00
Professional Service Reimbursement Agreement	
Fee (required at time petiition is filed)	$ 15,000.00

Subdivision & Development	
Construction Inspection Fees	
Fee for inspecting utility and street construction	4% of total cost of construction project. Fee must be paid prior to coinstruction commencing.

Public Works

Description	Current	Notes
Water Meter Connection: Service at property Line		
All meter connections include meter box/vault		
3/4" Meter	$ 525.00	
1" Meter	$ 575.00	
2" Meter	$ 1,400.00	
Larger than 2" Meter	Cost + 10%	
Water Meter Tap & Pavement Repair: Service from main to property Line		
Based on materials & labor + 100% of pavement repairs charges		
3/4" Tap	$ 1,000.00	
1" Tap	$ 1,750.00	
2" Tap	$ 2,000.00	
Larger than 2" Meter	Cost + 10%	
Wastewater Fees Connection		
Private sewer to city sewer available near property line		
4" Residential	$ 500.00	
6" Non-Residential	$ 1,000.00	
8" Non-Residential	$ 800.00	
Wastewater Tap & Pavement Repair		
Up to 15 feet of sewer piping + 100% of pavement repair charges material for service from main to property		
Service Line - 4”	$ 1,000.00	
Service Line - 6"	$ 1,250.00	
Based on materials & labor + 100% of pavement repairs charges	$ 55.00	
On Site Sewer Facility (OSSF)		
OSSF System Plan review & inspection	$ 600.00	
Repairs to exisiting system	$ 200.00	
Re-inspections	$ 200.00	
Pavement Repairs and Road Bores		
Road Bore	Cost + 10%	
Bore Under City R.O.W (per project)	$ 200.00	
Sidewalk Repair (per sq ft)	$ 15.00	
Street Repair (per sq ft)	$ 35.00	

Public Works			
	Description	**Current**	**Notes**
	Bulk Water/Fire Hydrant Meter		
	Deposit	$ 2,000.00	
	Non-Refundable Deposit	$ 150.00	
	Per 1,000 Gallons of Water	$ 22.50	
	Weeds, Grass, and Unsanitary Accumlations		
	Tall Grass Mowing Fee	Actual cost	
	Gas Well		
	Gas Well Plan review	Actual cost + $50 administrative fee	
	Gas Well permit	$ 5,500.00	
	Gas Well inspection fee - annual		
	Driveway, Curb, Sidewalk, Drive Approach		
	Residential	$ 75.00	
	Commercial	$ 100.00	
	Grading, Fill or Excavation		
	50 cubic yards or less	$ 50.00	

Utiliy Billing

Description	Current	Notes
Water		
Refundable water deposit for a home owner	$ 100.00	
Refundable water deposit for a renter	$ 150.00	
Refundable water deposit for commercial	$ 200.00	
Returned check fee	$ 25.00	
Residential - Water (monthly) (2001-5000: $4.83 / 5001-Above: $8.43)	$50.75 minimum	
Small Business - Water (monthly) (2001-Above: $7.13)	$67.94 minimum	
Retail Business - Water (monthly) (5001 -15000: $7.13 / 15001 - Over: $8.18)	$341.06 minimum	
Commercial - Water (monthly) (50001 - Above: $7.90)	$422.13 minimum	
Multi-Family - Water (monthly) (5001- Over: $8.18)	$1237.65 minimum	
Residential - Sewer (monthly)	$68.64 minimum	
Small Business - Sewer (monthly) (5001 - 10000: $3.65 / 10001 - Above: $4.48)	$72.91 minimum	
Retail Business - Sewer (monthly) (5001 - 15000: $4.48 / 15001 - Above: $6.65)	$ 160.86 minimum	
Commercial - Sewer (monthly) (50001 - Above: $7.10)	$280.73 minimum	
Multi-Family - Sewer (monthly) (5001 - Above: $5.06)	$560.64 mininum	
Monthly charge for Commerical Irrigation	$ 422.13	
Bulk water base	$ 25.00	
Water late fee	10% of balance	
Disconnect fee	$ 20.00	
After hours reconnect fees	$ 40.00	
Tamper Fee	$ 50.00	
Leak Check	$ 25.00	

Utiliy Billing		
Meter Testing	$ 25.00	
Re-read request	$ 20.00	
Garabage		
Residental Polycart	$ 16.29	
Residental Extra Polycart	$ 5.96	
Commerical Load	$ 21.54	
Extra Commerical Load	$ 12.93	
Dumpster 2 yard dumped 1x a week	$ 61.95	
Dumpster 2 yard dumped 2x a week	$ 107.60	
Dumpster 2 yard dumped 3x a week	$ 192.36	
Dumpster 3 yard dumped 1x a week	$ 78.26	
Dumpster 3 yard dumped 2x a week	$ 140.16	
Dumpster 3 yard dumped 3x a week	$ 249.42	
Dumpster 4 yard dumped 1x a week	$ 94.55	
Dumpster 4 yard dumped 2x a week	$ 172.79	
Dumpster 4 yard dumped 3x a week	$ 275.51	
Dumpster 6 yard dumped 1X a week	$ 127.15	
Dumpster 6 yard dumped 2x a week	$ 226.60	
Dumpster 6 yard dumped 3x a week	$ 313.00	
Dumpster 8 yard dumped 1x a week	$ 159.76	
Dumpster 8 yard dumped 2x a week	$ 265.72	
Dumpster 8 yard dumped 3x a week	$ 373.00	

Zoning			
	Description	Current	Notes
	Zoning Change		
	Residential - Zoning Change	$ 500.00	
	Commercial - Zoning Change	$ 1,000.00	
	Planned Development - Zoning Change (per development)	$ 1,050.00	