

JAMES BURGESS

Mayor

JEANNIE PRAZAK

Councilmember
Place 1

LINDA HARRIS

Councilmember
Place 2



JEANIE SCOTT

Councilmember Place 3

GERONIMO HERNANDEZ

Councilmember Place 4

ROBERT MCCURDY

Councilmember Place 5 /
Mayor Pro-Tem

VENUS REGULAR COUNCIL MEETING

Venus Civic Center

210 South Walnut Street

Venus, Texas 76084

11-09-2020 7:00 P.M.

Regular Agenda

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

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

Page

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

2. Announcements from Mayor:

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

3. 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. No personal attacks on any elected official or city employee will be allowed. 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 October 12, 2020. 7 - 14

[10-12-2020 CC MEETING MINUTES.docx](#) 

- 4.2. Ratifying the payment of bills for the month of October 2020. 15 - 24

[AP Council Report.pdf](#) 

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

5. Staff reports, Presentations and Proclamations:

Staff Reports:

- 5.1. Fire Department - Ron Hearn: 25

[Monthly Report VFD- October.pdf](#) 

- 5.2. Public Works - Johnny Coker:
Pump Repair Prison Lift Station / Main Lift Station

- 5.3. Police Department - James Groom: 26

[VPD October 2020 Monthly Report.pdf](#) 

Police Monthly Report

5 Year Service Recognition - Sergeant J. Yates and Officer J. Halstad

Advanced Peace Officer Recognition - Officer P. Evans

- 5.4. Finances - Cheryl Estes:
No financials to report - still working to close books for FY 19-20.

- 5.5. City Administration- Andy Wolfe:
Completion of CR 214 and Update on CR 109 Road Rehab Project
Brahman Ranch Wastewater Treatment Plant Update

- 5.6. Planning & Development - Darrell Cook:
Updates on residential community developments of Palladium Venus, Heritage Hills, Bluestem Hills, Brahman Ranch; and commercial community development of Venus Fuel Stop. Update on City's new website.

6. Public Hearings and Consideration items

- 6.1. Consider and act upon approving a Development Agreement with LGI Homes-Texas, LLC relating to Patriot Estates Public Improvement District and authorizing Mayor to execute said Development Agreement for and on behalf of City of Venus. 27 - 74
[LGI-PID-DA \(2\).pdf](#) 
- 6.2. Consider and act upon approving a Professional Services Agreement with LGI Homes-Texas, LLC relating to Patriot Estates Public Improvement District 75 - 96
[PSA-Patriot-Estates-PID.pdf](#) 
- 6.3. Conduct a Public Hearing regarding the creation of Patriot Estates Public Improvement District.

Staff summary.

Open Public Hearing.

Close Public Hearing.

- 6.4. Deliberate and act upon Resolution No. **34-2020-11**, 97 - 108
authorizing the creation of Patriot Estates Public Improvement District, establishing the boundaries of said District, the method of assessment, and the apportionment of costs between the District and the City, and making certain findings in connection therewith.
[34-2020-11- Resolution Authorizing PID--City of Venus v5.docx](#) 
- 6.5. Untable, consider and act upon a proposed amendment to the comprehensive plan of the City and the Zoning Ordinance and Map to rezone an approximate 3.5 acre tract of land, located at 940 W CR 109, from its current Residential (R-1L) zoning classification to a Planned Development (PD). [PZ 109 - 119]

#2020-10-002]

[Rezone-940 CR 109.pdf](#) 

- 6.6. Consider and act upon Ordinance No. **715-2020-11**, releasing approximately 269.412 acres of land from the ETJ of the City of Grand Prairie, Texas, to the ETJ of the City of Venus; said land being in the R. Berry Survey, Abstract Number 26, J.N. Ely Survey, Abstract Number 261, and the J. Ware Survey, Abstract Number 913, Johnson County, Texas. 120 - 134

[Ordinance 715-2020-11.pdf](#) 

- 6.7. Consider and act upon Resolution No. **35-2020-11**, granting a petition for annexation from Property Owner Bankston Fourth Family, Ltd., for property identified as being Johnson CAD ID 126.0499.00080, generally located at the southwest corner of FM 1807 and CR 213, and being an approximate 24.47 acre tract of land situated in the Moses Lapham Survey, Abstract 499, Johnson County, Texas; setting a date, time, and place for a public hearing on the proposed annexation of certain property by the City of Venus, Texas; authorizing and directing the City Secretary to have published notice of such public hearing; and authorizing and directing city staff to negotiate and enter into a written services agreement. 135 - 141

[AnnexationBankston.pdf](#) 

- 6.8. Consider and act upon approving Ordinance No. **714-2020-11**, adopting article II (Special Events) of Chapter 24 (Streets, Sidewalks and other Public Properties) of the City of Venus Code of Ordinances to establish regulations for Special Events; providing a purpose and definitions; providing for a Special Event Permit and Exemptions; providing for regulations to protect the public health and safety; providing for the revocation, termination and appeal of a Special Event Permit; providing for an application fee; providing for operating procedures; providing for a savings and severability clause; providing for a repealer clause; providing for a penalty of a fine not to exceed the sum of two thousand dollars (\$2,000); and providing an effective date. 142 - 155

[714-2020-11Venus - Special Event Ordinance v3 \(final\).docx](#) 

- 6.9. Consider and act upon approving the Quarterly Cash and 156 - 160

- 6.10. Discussion and Direction to staff regarding the current City Ordinance regarding food truck regulation. 161 - 165

[ARTICLE V. FOOD ESTABLISHMENTS.pdf](#) 

- 6.11. Discussion on City Official and/or City Staff use of social media 166 - 172

[Current Social Media Policy.pdf](#) 

7. Executive Session:

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

EXECUTIVE SESSION:

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

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

8. Reconvene into Open Session

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

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

9. Adjournment

This is to certify that a copy of this Notice of Meeting was posted on the bulletin of City Hall, 700 W. Hwy 67 Venus, Texas and at a place readily accessible to the general public at all times and to the City's website www.cityofvenus.org, by 5:00 p.m., Friday, November 6, 2020.

Callie Green,
City Secretary

The City Council may convene into executive session on any matter related to any of the above agenda items for a purpose, such closed session allowed under Chapter 551, Texas Government Code. This agenda is posted as required under Section 551.041, Texas Government Code.

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

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



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

VENUS CITY COUNCIL MEETING
VENUS CIVIC CENTER,
210 S. WALNUT STREET
VENUS, TEXAS 76084
MONDAY, OCTOBER 12, 2020, 7:00 P.M.

MINUTES

I. Call to Order

Mayor Burgess called the meeting to order at 7:00 P.M. and gave the invocation and led the pledge.

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

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

II. 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.

III. Citizens Public Comment Period

Jose Gonzalez – 108 Meadow Ridge Dr. – Wants to have a food truck in the square to provide good quality food.

Rodrigo Tsurta – Represents the Allen Family and wants items added to future agenda to be able to discuss a food truck, church, etc.

Kevin Bush – Spoke in regard of a food truck.

IV. 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.

1. Approval of meeting minutes:

- a. City Council Regular Meeting on September 14, 2020.

2. Ratifying the payment of bills for the month of September 2020.

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

V. Presentations and Proclamations:

Staff Reports:

- a. Fire Department – Ron Hearn: stats for the month of September.
- b. Public Works – Johnny Coker: Update on City well's and patch truck.
- c. Police Department – James Groom, stats for the month of September, update on promotions and hiring, update on Radar Speed Sign and data collection device and the department's response to citizens' complaints about speed and introduction of the Venus Emergency Medical Responder Program.
- d. City Administration – Andy Wolfe: Update on CR 109 and CR 214 Roadway Rehab Project, Administration vehicle and flag poles at City Hall.
- e. Finances – Cheryl Estes: Postponed to November's meeting.
- f. Planning & Development – Darrell Cook: Update on current/planned developments. Residential (Palladium Venus, Heritage Hills, Patriot Estates, Bluestem Hills) Commercial (Venus County Store, Venus Fuel Stop)

Each department head presented to Council. Discussion only.

VI. Public Hearings and Consideration

- 1. Conduct a Public Hearing and consider and act upon a proposed amendment to the comprehensive plan of the City and the Zoning Ordinance and Map to rezone an approximate 0.2 acre tract of land, located at 101 S. Main Street, from its current Residential zoning classification to Restricted Commercial (C-1). [PZ #2020-10-001]**

- a. Staff summary.**

- Darrell Cook, Assistant City Administrator presented.

- b. Open Public Hearing.**

- Mayor, Burgess opened the Public Hearing at 7:55 P.M. Sydney Goff – 101 S. Main St spoke.

- c. Close Public Hearing.**

- Mayor, Burgess closed the Public Hearing at 7:59 P.M.

- d. Deliberation and act upon Ordinance No. 709-2020-10.**

Councilmember Harris made a motion to approve Ordinance No. 709-2020-10. Seconded by Councilmember McCurdy. For: Unanimous. Motion carried 5-0.

- 2. Conduct a Public Hearing and consider and act upon a proposed amendment to the comprehensive plan of the City and the Zoning Ordinance and Map to rezone an approximate 3.5 acre tract of land, located at 940 W CR 109, from its current Residential (R-1L) zoning classification to a Planned Development (PD) [PZ #2020-10-002]**

- a. Staff summary.**

- Darrell Cook, Assistant City Administrator presented.

- b. Open Public Hearing.**

- Mayor, Burgess opened the Public Hearing at 8:11 P.M. Rodrigo Tsurta – Represents Allen Family spoke.

- c. Close Public Hearing.**

- Mayor, Burgess closed the Public Hearing at 8:21 P.M.

- d. Deliberation and act upon Ordinance No. 710-2020-10.**

Councilmember Prazak tabled item #2 to a future date. Seconded by Councilmember Hernandez. For: Unanimous. Motion carried 5-0.

- 3. Conduct a Public Hearing and consider and act upon proposed amendments to the Zoning Ordinance and the Subdivision Ordinance of the City to update the zoning districts of the City, to expand the types of zoning districts available to create the residential, small lot district and the central business district within the city, to update the minimum lot size requirements for the single-family residential district, and to amend the regulations governing the existing and new zoning districts in the City for consistency. [PZ #2020-10-003].**

- a. Staff summary.**

Darrell Cook, Assistant City Administrator presented.

b. Open Public Hearing.

Mayor, Burgess opened the Public Hearing at 8:28 P.M. Rodrigo Tsurta – Represents Allen Family spoke

c. Close Public Hearing.

Mayor, Burgess closed the Public Hearing at 8:33 P.M.

d. Consider and act upon Ordinance No. 711-2020-10

Councilmember Harris made a motion to move Ordinance No. 711-2020-10. Seconded by Councilmember Prazak. For: Unanimous. Motion Carried 5-0.

- 4. Conduct a Public Hearing and consider and act upon a proposed amendment to the comprehensive plan of the City and the Zoning Ordinance and Map to rezone an approximate 24.2 acre tract of land, described as being Original Town of Venus, Block 13, Lots 1 thru 18; and Original Town of Venus, Block 14, Lots 1 thru 18; and Original Town of Venus, Block 15, Lots 1 thru 18; and Original Town of Venus, Block 24, Lots 1 thru 18; and Original Town of Venus, Block 25, Lots 1 thru 18; and Original Town of Venus, Block 34, Lots 1 thru 18; and Original Town of Venus, Block 35, Lots 1 thru 18; and Original Town of Venus, Block 36, Lots 1 thru 12, 13R, generally located between S. Locust Street to S. Oak Street from west to east and between W. 1st Street to W. 4th Street from north to south, from its current zoning classifications to a Central Business District (CB). [PZ #2020-06-002].**

a. Staff summary.

Darrell Cook, Assistant City Administrator presented.

b. Open Public Hearing.

Mayor, Burgess opened the Public Hearing at 8:59 P.M.

Ron Lewis- 101 S. Locust St – Spoke in opposition of item.

Gregg Hoffman- 205 W. 4th – Spoke in Opposition of item.

Michelle Sulak- 4200 CR206 – Spoke in Opposition of item.

Bryan Bennett- 100 S. Locust St. – Spoke in Opposition of item.

Omar Sebita – 111 Lone Star – Spoke in Opposition of item.

Phyllis Lewis – 101 S. Locust St.- Spoke in Opposition of item.

Jose Garcia – 100 Walnut St. – Spoke in Opposition of item.

Jennifer Scott – 207 & 205 Oak St. – Spoke in Opposition of item.

Elena Rodriguez – 102 S. Walnut St.- Spoke in Opposition of item.

Sylvia Allen – 1100 S. FM 157 – Spoke in Opposition of item.

David Sulak – 4200 CR206 - Spoke in Opposition of item.

c. Close Public Hearing.

Mayor, Burgess closed the Public Hearing at 9:48 P.M.

d. Consider and act upon Ordinance No.712-2020-10

Councilmember Prazak made a motion to deny Ordinance No. 712-2020-10. Seconded by Councilmember Hernandez. For: Unanimous. Motion carried 5-0.

Mayor, Burgess announced a five-minute recess. Reconvened into open session at 9:58 P.M.

5. **Consider and act upon a Preliminary Plat Application by LGI Homes-Texas, LLC, for approximately 66.118 acres in the Patriot Estates Phase 9 subdivision consisting of approximately 326 residential lots and 7 common area lots, generally located at the southwest corner of CR 620 and CR 502, in the city limits. [PZ #2020-10-004]**

Councilmember Harris made a motion to approve Preliminary Plat Application by LGI Homes-Texas, LLC, PZ#2020-10-004. Seconded by Councilmember Prazak. For: Unanimous. Motion carried 5-0

6. **Discussion and consider giving direction to City Staff to allow the Chamber of Commerce to hold a monthly “Farmers Market” on the City Square**

Council gave direction to staff.

7. **Consider and act upon Ordinance No. 713-2020-10 Annexing the hereinafter described territory known as being an approximate 2.91 acre portion of CR 616 generally located north of CR 501, west of FM 157, east of Sumner Drive and south of CR 506 situated in Johnson County, Texas, extending the boundary limits of the City so as to include the described property, and adopting a Service Plan.**

Councilmember Harris made a motion to approve Ordinance No. 713-2020-10. Seconded by Councilmember Prazak. For: Unanimous. Motion carried 5-0.

8. **Untable, consider and act upon creation of a new accounting fund called “Fund 57-Patriot Estates PID” in the City’s financial accounting software to account for revenues and expenditures related to the Patriot Estates Professional Services Agreement and Development Agreement.**

Councilmember Hernandez made a motion to approve new accounting fund called “Fund 57-Patriot Estates PID”. Seconded by Councilmember Scott. For: Unanimous. Motion carried 5-0.

9. **Untable, consider and act upon approving a Development Agreement between the City of Venus and LGI Homes- Texas, LLC and Heritage Hills Development, LLC to determine funding of a sewer force main to be used by developments.**

Councilmember Harris made a motion to approve a Development Agreement between the City of Venus and LGI Homes- Texas, LLC and Heritage Hills Development, LLC to determine funding of a sewer force main to be used by developments. Seconded by Councilmember Prazak. For: Unanimous. Motion Carried 5-0.

- 10. Untable, consider and act upon creation of a new accounting fund called “Fund 12-Capital Projects Fund-LGI/Heritage Force Main “in the City’s financial accounting software” to account for the funding and expenditures related to Development Agreement between the City and LGI Homes-Texas, LLC and Heritage Hills Development, LLC.**

Councilmember Harris made a motion to approve item #10 for accounting fund called “Fund-12 Capital Projects Fund- LCI/Heritage Force Main”. Seconded by Councilmember Prazak. For: Unanimous. Motion carried 5-0.

- 11. Untable, consider and act upon Resolution No. 27-2020-09 authorizing and directing establishment of a bank account with the city’s depository bank pursuant to a Development Agreement between the City and LGI Homes-Texas, LLC and Heritage Hills Development, LLC to segregate developer funding of the sewer force main.**

Councilmember Prazak made a motion to approve Resolution No. 27-2020-09. Seconded by Councilmember Harris. For: Unanimous. Motion carried 5-0.

- 12. Consider and act upon moving November 9, 2020 Council meeting to November 17, 2020.**

Keeping November 9, 2020 meeting date and adding November 17, 2020 for canvass.

- 13. Consider and act upon Resolution No. 30-2020-10 creating the fire department fund committed fund balance in order to secure start-up costs for a fire department; establishing a fire department fund; reducing the unassigned general fund balance; and providing for an effective date.**

Councilmember Harris made a motion to approve modified Resolution No. 30-2020-10 with \$200k and additionally commits any increases in unassigned fund balance of the General Fund resulting from excess budgeted revenues and/or unspent budgeted expenditures (positive net changes to fund balance) for all future fiscal years to the Fire Department Fund. Seconded by Councilmember Scott. For: Unanimous. Motion carried 5-0.

- 14. Consider and act upon Resolution No. 31-2020-10 scheduling a public hearing to consider adoption of land use assumptions and capital improvements plan under which an impact fee may be imposed for water and wastewater within the city and the city’s extraterritorial jurisdiction; and directing the city secretary to publish notice of said public hearing.**

Councilmember Harris made a motion to approve Resolution No. 31-2020-10. Seconded by Councilmember Prazak. For: Unanimous. Motion carried 5-0.

- 15. Consider and act upon the selection of audit firm to audit the City’s financial statements for the fiscal year ended September 30, 2020 and two (2) subsequent fiscal years.**

Councilmember Harris made a motion to approve Patillo, Brown & Hill for the City's audit firm. Seconded by Councilmember Scott. For: Unanimous. Motion carried 5-0.

16. Consider and act upon approving a consulting contract with TriStem LTD to audit the City's utility bills, franchise fees, and sales taxes.

Councilmember Prazak made a motion to approve a consulting contract with TriStem LTD to audit the City's utility bills, franchise fees, and sales taxes. Seconded by Councilmember Harris. For: Unanimous. Motion carried 5-0.

17. Discuss and consider adoption of Resolution No. 32-2020-10 adopting a Public Improvement District Policy for the City of Venus.

Councilmember Prazak made a motion to approve Resolution No. 32-2020-10. Seconded by Councilmember Harris. For: Unanimous. Motion carried 5-0.

18. Discuss and consider adoption of Resolution No. 33-2020-10 of the City of Venus, Texas accepting for filing a petition for the establishment of the Patriot Estates Public Improvement District; calling a Public Hearing on the advisability of the creation of said District; and authorizing the issuance of notice by the City Secretary regarding the public hearing.

Councilmember Harris made a motion to approve Resolution No. 33-2020-10. Seconded by Councilmember Scott. For: Unanimous. Motion carried 5-0.

19. Consider and act upon an expenditure increase of \$18,800 to purchase four (4) police vehicles for \$239,000 through either capital leases or a cash purchase with fund balance.

Councilmember Harris made a motion to approve an expenditure increase of \$18,800 to purchase for (4) police vehicles for \$239,000 through capital leases. Seconded by Councilmember Prazak. For: Unanimous. Motion carried 5-0.

20. Discuss and consider giving direction to staff on an Event Center location and possible funding source.

City Council gave direction to staff.

Adjournment

Mayor Burgess adjourned the meeting at 12:23 A.M.

ATTEST:

APPROVE:

Callie Green, City Secretary

James L. Burgess, Mayor

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	3,181.05
			TMRS RETIREMENT	3,344.00
			TMRS RETIREMENT	3,250.31
		U. S. TREASURY	FEDERAL WITHHOLDING	3,705.50
			FEDERAL WITHHOLDING	3,797.77
			FEDERAL WITHHOLDING	3,699.57
			FICA WITHHOLDING	2,793.54
			FICA WITHHOLDING	2,746.50
			FICA WITHHOLDING	2,666.15
			MEDICARE WITHHOLDING	653.33
			MEDICARE WITHHOLDING	642.33
			MEDICARE WITHHOLDING	623.54
		CHILD SUPPORT DISTRIBUTION FUND	CASE #0011334214-11305	207.69
			CASE #0011334214-11305	207.69
			CASE #0011334214-11305	207.69
			CASE #0013021454D201405879	466.15
			CASE #0013021454D201405879	466.15
			CASE #0013021454D201405879	466.15
			CASE #00124129473254854551	267.50
			CASE #00124129473254854551	267.50
			CASE #00124129473254854551	267.50
			CASE #00124129473254854551	267.50
		MISC VENDOR BLUE DIAMOND POOLS	BLUE DIAMOND POOLS:REFUND	85.00
			UNUM DENTAL/VISION-NOV 202	381.49
			UNUM VOLUNTARY LIFE	235.52
		STATE COMPTROLLER	Q3 2020 COURT COSTS	6,238.60
			Q3 TIMELY PAY DISCOUNT	499.76-
			FY20 STATE FINES	87.50
		CITIBANK	GROOM	7,180.71
			WOLFE	81.09
			ESTES	1,642.78
		MCCREARY, VESELKA, BRAGG AND ALLEN P.C	COKER	984.19
			COLLECTION AGENCY	57.00
			CIGNA MEDICAL 10-2020	6,892.31
			TOTAL:	57,294.04
ADMINISTRATION	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	1,317.31
			TMRS RETIREMENT	1,290.07
			TMRS RETIREMENT	1,390.73
		U. S. TREASURY	FICA WITHHOLDING	774.89
			FICA WITHHOLDING	736.23
			FICA WITHHOLDING	795.43
			MEDICARE WITHHOLDING	181.23
			MEDICARE WITHHOLDING	172.18
			MEDICARE WITHHOLDING	186.03
			BENNETT'S- WINDOW ENVELOPE	134.50
			AUG 20 - SEPT 19	355.74
			CITY HALL	118.96
			MATS FOR CITY HALL	25.19
			MATS FOR CITY HALL	25.19
			MATS FOR CITY HALL	25.19
			MATS FOR CITY HALL	28.11
			MATS FOR CITY HALL	28.11
			MATS FOR CITY HALL	28.11
		CORERECON, LLC	25% IT SERVICES - OCTOBER	882.00
			BROADVOICE	199.85
			UNUM DENTAL/VISION-NOV 202	199.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LORETTA S. MILLER	UNUM LIFE & DISABILITY 11-	223.29
			CITY HALL	100.00
			GYM	25.00
			CITY HALL	100.00
			CITY HALL CLEANING	100.00
			CLEANING SERVICES CITY HAL	100.00
			CLEANING CITY HALL	100.00
			CLEANING GYM	25.00
		AMERIFLEX	HRA Admin Fees-26 emp @ \$5	130.00
		EIGHT20 CONSULTING	SALES TAX SOFTWARE	3,000.00
		ABILENE PLUMBING SUPPLY CO., INC	ROLL OF 1' PLY PIPE	151.29
			DOUBLE CHECK BACKFLOW VALV	158.46
		XEROX FINANCIAL SERVICES	FRONT OFFICE COPIER	129.00
			XEROX LEASE PAYMENT- CITY	129.00
		XEROX USAGE	1,847 COLOR COPIES @ \$0.04	83.12
			3,383 B/W COPIES @ \$0.005	16.92
		CIVICPLUS, LLC	ANNUAL FEE FOR WEBSITE	4,833.34
		DILIGENT CORPORATION	AGENDA SOFTWARE	4,725.00
		PITNEY BOWES (METER RENTAL)	BILL PERIOD 07/20/20-10/29	396.75
		TML RISK POOL	WORKERS COMP-ADMIN	200.00
			WORKERS COMP-SUBROGATION W	9.00
		TEXAS WORKFORCE COMMISSION	TWC QUARTER 3 - ADMIN	102.12
		VENUS AUTO PARTS LLC	VENUS AUTO PARTS - KEYS	90.72
			20 FT 3/4 PVC PIPE FOR IRR	29.97
		MIDLOTHIAN MIRROR	PUBLIC HEARING-TAX INCREAS	436.80
			PUBLIC HEARING - PID CREAT	417.68
			PUBLIC HEARING-ANNEXATION	172.24
			PUBLIC HEARING-FY20-21 BUD	436.80
			BOARD OF ADJUST 11/9/2020	111.92
		NORTH CENTRAL TEXAS COUNCIL OF GOVERN	ANNUAL MEMBERSHIP	500.00
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	08/04/20 - 09/03/20	248.67
		CAREFLITE	EMPLOYEE CREDIT	12.00-
			EMPLOYEE-MATTHEW OLDHAM	12.00
		WEX BANK	ADMIN FUEL	56.37
		GEXA ENERGY	700 W WHY 67 CITY HALL	359.32
			700 W WHY 67 AUXILARY BUIL	8.13
		JOEL DAUGHERTY	ENGINEER INSPT - PALLADIUM	2,080.00
			ENGINEER INSPT - PAT EST G	220.00
			ENG INSP-PATRIOT ESTATES 7	300.00
			HERITAGE HILLS ADDITION	1,080.00
		BUREAU VERITAS NORTH AMERICA, INC	150 CLIFF RIDGE LN	1,412.73
			402 FOX HOLLOW	160.00
			309 RIDGE HOLLOW TRL	76.92
			936 W CR 109	76.92
			936 W CR 109 -IRRIGATION	76.92
			936 W CR 109 - GARAGE/PATI	76.92
			165 JEFFERSON	76.92
			255 FM 157	18,930.00
			421 FIELDSTONE LN	160.00
			125 NIMITZ ST	959.13
			160 HIGHGATE DR	1,382.49
			210 TIGER RIDGE	1,597.53
			129 NIMITZ	707.13
			118 BUSH DR	653.37
			116 BUSH DR	690.33
			114 BUSH DR	142.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			112 BUSH DR	653.37
			110 BUSH DR	834.81
			127 NIMITZ	653.37
			126 BUSH DR	653.37
			124 BUSH DR	707.13
			122 BUSH DR	959.13
			120 BUSH DR	707.13
			462 E HWY 67	4,613.84
			165 JEFFERSON	76.92
			123 NIMITZ ST	690.33
			121 NIMITZ ST	834.81
			119 NIMITZ ST	707.13
			117 NIMITZ ST	653.37
			115 NIMITZ ST	707.13
			113 NIMITZ ST	959.13
			111 NIMITZ ST	690.33
			109 NIMITZ ST	653.37
			107 NIMITZ ST	959.13
			105 NIMITZ ST	707.13
			103 NIMITZ ST	834.81
			101 NIMITZ ST	690.33
			240 CLIFF RIDGE LN	76.92
			110 MT VERNON	76.92
			110 MOUNT VERNON LN	160.00
			420 COTTON BEND TRL	76.92
			18 VENUS LARUE	76.92
			108 S MAIN STE A	150.00
			310 CLIFF RIDGE LN	76.92
			407 COTTON BEND TRL	76.92
		ELLIS COUNTY TREASURER	NOVEMBER 3RD ELECTION	640.00
		JONES LANG LASALLE	FORCED MAIN - BNSF PERMIT	3,700.00
		CIGNA HEATHCARE	CIGNA MEDICAL 10-2020	4,597.17
		MESSER, ROCKEFELLER,& FORT , PLLC	GENERAL COUNSEL	4,520.90
			CR 616 ANNEXATION	451.50
			PLANNING/ZONING/DEVELOPMEN	5,034.60
			JMJ DEVELOPMENT	1,862.00
			JMJ/NORTHSTAR	323.00
			JMJ/JOHNSON	133.00
			JMJ/BEROKWITZ	133.00
			JMJ/GRIFFIN	133.00
			PAT EST. PID RESOLUTION	95.00
			LGI DEVELOPMENT AGREEMENT	513.00
			PAT EST/HER HILL FORCED MA	304.00
		**PAYROLL EXPENSES	10/01/2020 - 10/31/2020	27,647.27
			TOTAL:	127,264.68
POLICE DEPARTMENT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	2,820.03
			TMRS RETIREMENT	2,972.59
			TMRS RETIREMENT	2,796.55
		U. S. TREASURY	FICA WITHHOLDING	1,634.88
			FICA WITHHOLDING	1,576.29
			FICA WITHHOLDING	1,475.45
			MEDICARE WITHHOLDING	382.36
			MEDICARE WITHHOLDING	368.65
			MEDICARE WITHHOLDING	345.07
		MISC VENDOR STOLZ TELECOM	RADIOS FOR POL VEHICLES (2	3,466.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		GOT YOU COVERED WORKWEAR & UNIFORMS	DERA	55.18
			MULTIPLE EMPLOYEES	543.78
			MULTIPLE EMPLOYEES	358.53
		AT&T MOBILITY	POLICE DEPARTMENT	615.43
		CORERECON, LLC	25% IT SERVICES - OCTOBER	882.00
		BROADVOICE	PHONE SERVICE	149.03
		UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION-NOV 202	658.60
			UNUM LIFE & DISABILITY 11-	469.29
		LORETTA S. MILLER	POLICE DEPARTMENT	100.00
			POLICE DEPARTMENT	100.00
			PD CLEANING	100.00
			CLEANING SERVICES PD	100.00
			CLEANING PD	100.00
		SPCA OF TEXAS	SEPTEMBER 2020	189.00
		XEROX FINANCIAL SERVICES	POLICE COPIER	99.00
			XEROX LEASE PAYMENT-PD	99.00
		XEROX USAGE	1,106 B/W COPIES @ \$0.005	5.53
		DAVID BATSON	INT WALL, EXT DOOR, CANOPY	750.00
		TRANSUNION RISK & ALTERNATIVE	TLC DATABASE YEARLY ACCESS	1,200.00
		TML RISK POOL	WORKERS COMP-POLICE	4,991.00
		TEXAS WORKFORCE COMMISSION	TWC QUARTER 3 - POLICE	110.92
		VENUS AUTO PARTS LLC	PADLOCK KEY COPIES	5.67
			MOLDING TAPE	13.98
			GORILLA GLUE	6.49
		KUSTOM SIGNALS, INC	PER CITY COUNCIL	6,382.00
		TEXAS POLICE CHIEFS ASSOCIATION	POLICE CHIEF ASSOC YEARLY	255.00
		JOHNSON COUNTY TREASURER	ANNUAL DISPATCH AGREEMENT	50,932.22
			BISHOP SO#20201270	49.84
			MCPHERSON SO#20201211	99.68
			RADIO CONTRACT	7,689.00
		VENUS MOBILE 1	2018 FORD POLICE INTER 430	196.40
			TOYOTA COROLLA	25.50
			TIRE PLUG- PD # 4307	10.00
			INSPECTION-PD # 3608	25.50
			DUAL BATTERIES REPLACED #6	305.90
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	08/04/20 - 09/03/20	248.66
		LEADS ONLINE	LEADS ONLINE YEARLY ACCESS	1,578.00
		WEX BANK	POLICE FUEL	2,074.70
			MONTHLY SERVICE FEE	14.99
			MONTHLY REBATE	84.48-
		GEXA ENERGY	POLICE DEPT/COUNCIL CHAMBE	93.47
			700 W WHY 67 POLICE DEPART	359.32
		AMERICAN NATIONAL LEASING COMPANY	2017 FORD INTERCEPTOR	17,724.00
			2017 FORD INTERCEPTOR	17,724.00
			2017 FORD INTERCEPTOR	12,128.00
		THE CENTER FOR AMERICAN AND INTERNATIO	ILEA YEARLY DUES	125.00
		JAMES HALSTAD	HALSTAD-BOOT REIMBURSEMENT	97.39
		FRONTIER COMMUNICATIONS	PD- DEDICATED FAX LINE	90.97
		WATCH GUARD	5 MOUNTS FOR BODY CAMERAS	107.00
		ROY BOYS KWIK KAR	BRAKE ROTOR # 3607	686.53
			BRAKE JOB	242.98
		CIGNA HEATHCARE	CIGNA MEDICAL 10-2020	13,730.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	10/01/2020 - 10/31/2020	<u>55,994.03</u>
			TOTAL:	218,447.15
COURT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	190.98
			TMRS RETIREMENT	197.90
			TMRS RETIREMENT	197.82
		U. S. TREASURY	FICA WITHHOLDING	112.34
			FICA WITHHOLDING	115.64
			FICA WITHHOLDING	115.59
			MEDICARE WITHHOLDING	26.27
			MEDICARE WITHHOLDING	27.05
			MEDICARE WITHHOLDING	27.03
		AT&T MOBILITY	AUG 20 - SEPT 19 COURT MIF	38.25
		STRATEGIC GOVERNMENT RESOURCES	EXCEPTIONAL CUSTOMER SERVI	174.00
		CORERECON, LLC	25% IT SERVICES - OCTOBER	882.00
		UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION-NOV 202	55.55
			UNUM LIFE & DISABILITY 11-	31.22
		TML RISK POOL	WORKERS COMP-COURT	29.00
		TYLER TECHNOLOGIES	FY 20-21 MAINTENANCE	803.18
		CIGNA HEATHCARE	CIGNA MEDICAL 10-2020	708.91
		**PAYROLL EXPENSES	10/01/2020 - 10/31/2020	<u>4,276.24</u>
			TOTAL:	8,008.97
FIRE DEPARTMENT	GENERAL FUND	TML RISK POOL	WORKERS COMP-VOLUNTEER FIR	459.00
		GEHA ENERGY	FIRE DEPT	<u>205.99</u>
			TOTAL:	664.99
PUBLIC WORKS	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	461.44
			TMRS RETIREMENT	574.63
			TMRS RETIREMENT	508.91
		U. S. TREASURY	FICA WITHHOLDING	271.44
			FICA WITHHOLDING	318.36
			FICA WITHHOLDING	279.70
			MEDICARE WITHHOLDING	63.48
			MEDICARE WITHHOLDING	74.46
			MEDICARE WITHHOLDING	65.41
		INTERFACE SECURITY SYSTEMS LLC	PW ALARM SYSTEM SERVICE CA	145.00
			MONTHLY SERVICE	49.99
		AT&T MOBILITY	AUG 20 - SEPT 19	126.37
		FRONTIER ACCESS LLC	PUBLIC WORKS	118.96
		CINTAS	PUBLIC WORKS UNIFORMS	32.46
			WEEKLY SERVICE	32.46
			WEEKLY UNIFORM SERVICE	63.67
			WEEKLY SERVICE	30.67
		UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION-NOV 202	87.75
			UNUM LIFE & DISABILITY 11-	88.47
		AMERICAN SIGNAL CORPORATION	MOVE WEATHER SIREN	1,910.55
		MASS NOTIFICATION SERVICES, INC.	REPLACE BATTERIES, CLEAN C	3,510.80
		XROADS, LP dba CrossRoads, LP	BLUE STEM ST SIGNS W/LOGO	350.00
		TML RISK POOL	WORKERS COMP-PUBLIC WORKS	894.00
		TEXAS WORKFORCE COMMISSION	TWC QUARTER 3 - PUBLIC WOR	118.16
		TXU ENERGY	STREETLIGHT 1 78924SD	1,216.21
			STREETLIGHT 2 61834SD	145.56
			STREETLIGHT -C LE 22287LE	1,029.74
			STREETLIGHT -C LE 141-180	145.16
		VENUS AUTO PARTS LLC	FLOOR SWEET/T25 DRIVER	21.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			WASP SPRAY, WD-40	35.42
			VENUS AUTO PARTS-BARREL BO	4.29
			FLEX EXTENSION, 3L360 BELT	27.58
			VENUS AUTO PARTS-NUTS/BOLT	2.26
			VEN AUT PT- ST SIGN ANCHO	16.79
			VENUS AUTO PRT 1 GAL. GAS	19.99
			VENUS AUTO PT FORD BLUE PA	11.98
		WALMART	CLEANING/OFFICE SUPPLIES	56.87
		COSPER TRACTOR	BATTERY/STOP ROPE	92.67
			STARTER	235.75
		VENUS MOBILE 1	F-250 FORD (VIN 8284)	77.93
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	08/04/20 - 09/03/20	26.73
		GEXA ENERGY	PUBLIC WORKS SHOP	282.60
			@ W 3RD GUARD LIGHT 2	22.93
			301 S MAIN ST GUARD LIGHT	9.56
			100 N FM 157 STREET LIGHT	8.22
			@ SAVANH STREET LIGHT	13.04
			103 W 3RD ST STREET LIGHT	55.48
			@ W 3RD ST GRDL 1	9.56
			3300 HWY 67 SIREN	14.06
			101 W 2ND ST FLAGS	37.09
		JOEL DAUGHERTY	118 INDEPENDENCE	80.00
		FRONTIER COMMUNICATIONS	USAGE FROM 10/13/20-11/12/	156.48
		CIGNA HEATHCARE	CIGNA MEDICAL 10-2020	2,919.76
		**PAYROLL EXPENSES	10/01/2020 - 10/31/2020	<u>9,542.12</u>
			TOTAL:	26,494.95
NON-DEPARTMENTAL	VENUS COMM DEVELOP	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	88.84
			TMRS RETIREMENT	87.45
		U. S. TREASURY	FEDERAL WITHHOLDING	124.44
			FEDERAL WITHHOLDING	155.96
			FEDERAL WITHHOLDING	151.58
			FICA WITHHOLDING	56.54
			FICA WITHHOLDING	78.68
			FICA WITHHOLDING	77.46
			MEDICARE WITHHOLDING	13.22
			MEDICARE WITHHOLDING	18.40
			MEDICARE WITHHOLDING	<u>18.11</u>
			TOTAL:	870.68
SPECIAL REV DEPT/VCSDC	VENUS COMM DEVELOP	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	133.76
			TMRS RETIREMENT	131.69
		U. S. TREASURY	FICA WITHHOLDING	56.54
			FICA WITHHOLDING	78.68
			FICA WITHHOLDING	77.46
			MEDICARE WITHHOLDING	13.22
			MEDICARE WITHHOLDING	18.40
			MEDICARE WITHHOLDING	18.11
		DARRELL COOK	VENUS AUTO PARTS - BATTERI	48.55
		KINGS GATE	SHANNA PARK & DOWNTOWN SQ	4,501.77
			FIELDER PARK SECURITY SYST	8,238.33
		FRONTIER ACCESS LLC	CIVIC CENTER	88.64
		CINTAS	WEEKLY UNIFORM SERVICE	4.15
			WEEKLY SERVICE	4.15
		UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION-NOV 202	61.44
			UNUM LIFE & DISABILITY 11-	44.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COLORS OF VENUS	15 MUMS @ \$10 EACH	150.00
			3 MUMS @ \$10 EACH	30.00
			2GAL MUMS @ \$10/EA	20.00
			4 BUSHEL MUMS @ \$30.50/EA	122.00
		AMMO PLUMBING, LLC	WOMAN'S BATHROOM	320.00
			OUTSIDE HYDRANT	175.00
			VENUS DISCOUNT	45.00-
		ECONO SIGNS, LLC	PET STATION BAGS/LINERS	211.48
		VENUS AUTO PARTS LLC	DRILL BITS	12.66
			VENUS AUTO PARTS-SPRINKLER	37.60
			KEYS	3.78
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	08/04/20 - 09/03/20	22.73
			08/04/20 - 09/03/20	22.73
		WEX BANK	TYPE B FUEL	143.41
		GEXA ENERGY	SHANNA PARK	8.29
			CIVIC CENTER GUARD LIGHT 3	9.56
			CIVIC CENTER GUARD LIGHT 1	23.08
			CIVIC CENTER GUARD LIGHT 2	22.93
			FIELDER PARK	102.36
			CIVIC CENTER	359.84
			FIELDER PARK CONCESSION	44.38
		NEMA 3 ELECTRIC, INC.	DOWNTOWN SQ & SHANNA PARK	32,483.00
			GFCI RECEPTACLES-DT&SHANNA	1,462.00
			GFCI RECEPTACLE-FIELDER PA	1,223.00
		**PAYROLL EXPENSES	10/01/2020 - 10/31/2020	<u>2,524.52</u>
			TOTAL:	53,008.96
PUBLIC WORKS	STREET TAX FUND	TEXAS MATERIALS GROUP, INC.	24.12 TONS COLD MIX ASPHAL	2,857.60
		THURMAN TRANSPORTATION	17.58 TONS SANDY LOAM TOP	470.00
			17.18 TONS SANDY LOAM TOP	470.00
			16.37 TONS FLEX BASE	358.00
			16.19 TONS FLEX BASE	358.00
			16.52 TONS FLEX BASE	<u>358.00</u>
			TOTAL:	4,871.60
INVALID DEPARTMENT	CPF-STREET IMPROVE	JOEL DAUGHERTY	ENGINEER INSPT - CR 109 RE	190.00
			ENGINEER INSPT - CR 214 RE	<u>190.00</u>
			TOTAL:	380.00
INVALID DEPARTMENT	BRAHMAN RANCH PID	MESSER, ROCKEFELLER, & FORT , PLLC	BRAHMAN RANCH PID	<u>243.00</u>
			TOTAL:	243.00
NON-DEPARTMENTAL	WATER & SEWER FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	767.10
			TMRS RETIREMENT	737.82
			TMRS RETIREMENT	747.53
		U. S. TREASURY	FEDERAL WITHHOLDING	816.88
			FEDERAL WITHHOLDING	682.98
			FEDERAL WITHHOLDING	698.48
			FICA WITHHOLDING	679.43
			FICA WITHHOLDING	606.80
			FICA WITHHOLDING	615.41
			MEDICARE WITHHOLDING	158.91
			MEDICARE WITHHOLDING	141.92
			MEDICARE WITHHOLDING	143.94
		CHILD SUPPORT DISTRIBUTION FUND	CASE #00124129473254854551	267.51
			CASE #00124129473254854551	267.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CASE #00124129473254854551	267.51
		MISC VENDOR	01-0150-01	153.45
		SPECIALIZED PROPERTY	01-0575-07	79.67
		VOLCEK, LINDA	01-0640-02	25.32
		MOORE, DANIEL	01-1360-01	36.22
		JONATHAN MARK HOMES	01-5230-00	12.37
		UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION-NOV 202	84.08
			UNUM VOLUNTARY LIFE	144.43
		STATE COMPTROLLER	TOTAL TAXES COLLECTED	2,152.34
			SALES TAXES PAID ON PURCHA	54.80-
			TIMELY PAYMENT DISCOUNT	10.47-
		CAREFLITE	CUSTOMER BILLING-SEPT 2020	326.00
		CIGNA HEATHCARE	CIGNA MEDICAL 10-2020	1,035.75
			TOTAL:	11,584.09
NON-DEPARTMENTAL	WATER & SEWER FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	1,155.02
			TMRS RETIREMENT	1,110.94
			TMRS RETIREMENT	1,125.57
		U. S. TREASURY	FICA WITHHOLDING	679.42
			FICA WITHHOLDING	606.78
			FICA WITHHOLDING	615.39
			MEDICARE WITHHOLDING	158.90
			MEDICARE WITHHOLDING	141.91
			MEDICARE WITHHOLDING	143.94
		ATMOS ENERGY CORP.	09/02/20 - 10/01/20	49.30
		B2O ENVIRONMENTAL, INC.	B2O ENVI-TEST PLUG, MANHOL	3,030.25
			24" MANHOLE RINGS/LID	495.00
		BENNETT'S OFFICE SUPPLY	BENNETT'S- WINDOW ENVELOPE	134.50
		CITY OF MIDLOTHIAN	WATER PURCHASE 08/31-09/30	46,687.50
		AT&T MOBILITY	AUG 20 - SEPT 19	152.20
		FRONTIER ACCESS LLC	SEPTEMBER 2020	17,708.81
			SEPTEMBER 2020	13,901.46
		CINTAS	UNIFORMS	55.75
			UNIFORMS	55.75
			W/S UNIFORMS	23.29
			WEEKLY SERVICE	23.29
			WEEKLY UNIFORM SERVICE	54.51
			WEEKLY SERVICE	21.51
		STRATEGIC GOVERNMENT RESOURCES	EXCEPTIONAL CUSTOMER SERVI	174.00
		CORERECON, LLC	25% IT SERVICES - OCTOBER	882.00
		UNITED COOPERATIVE	FM 157/WASTE WATER TREATME	74.80
			CR 213	25.00
			PLAINVIEW ACRES	25.81
			CR 214/TS2/3PH/C11	657.26
			CR 214/TS2/3PH/C11LIFTSTAT	101.29
			LIFTSTATION	25.00
			001 N FM 157/WASTE WTR TRE	97.64
			002 CR 213	25.00
			003 PLAINVIEW ACRES	25.52
			005 CR 214/TS2/3PH/C11	741.29
			006 CR 214/TS2/3PH/C11 LIF	104.86
			007 LIFT STATION	25.00
		UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION-NOV 202	258.07
			UNUM LIFE & DISABILITY 11-	171.88
		TML RISK POOL	WORKERS COMP-WATER/SEWER	1,352.00
		TEXAS WORKFORCE COMMISSION	TWC QUARTER 3 - WATER/SEWE	85.31

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VENUS AUTO PARTS LLC	WASP SPRAY, SPRAY BOTTLES	31.94
			27 PIECE LETTER STAMP SET	29.99
			VENUS AUTO PARTS-GREASE	27.54
			VENUS AUTO PARTS - BATTERY	60.95
			6 POLE TRAILER PLUG	14.99
			7 POLE RV FLAT PIN TRAILER	11.99
		WALMART	BREAKROOM SUPPLIES	56.88
		TRINITY RIVER AUTHORITY	MCRWS-MAINT & OPERATIONS	24,493.00
			MCRWS-DEBT SERVICE	41,276.00
			MCRWS - O&M NOVEMBER 2020	24,493.00
			MCRWS - DEBT SER NOVEMBER	41,276.00
			STANDARD BACTI TESTS (6)	142.80
		BNSF RAILWAY COMPANY	10/08/20 - 10/07/21	2,491.63
			3% RENT INCREASE	74.75
		PRAXAIR DISTRIBUTION INC	RENTAL PERIOD:08/20/20-09/	61.25
		WEX BANK	W/S FUEL	1,180.19
		GEXA ENERGY	301 S MAIN ST WATER TOWER	50.90
			600 E CR 109 (500 S CR 213	25.29
			116 N HWY 157 (1000 N FM	856.88
			3300 HWY 67 (600 E HWY 67)	438.31
			3390 VV JONES RD LIFT STAT	12.02
		PETERSON PUMP AND MOTOR SERVICE	TRANSDUCER & LCD SCREEN	2,325.00
			100 HP HYDROMATIC-PUMP #2	1,850.00
		ARAMARK UNIFORM SERV	WEEKLY CONTRACT FEE	33.58
			WEEKLY CONTRACT FEE	33.58
			WEEKLY CONTRACT FEE	33.58
			WEEKLY CONTRACT FEE	33.58
			WEEKLY CONTRAC FEE	33.58
		CIGNA HEATHCARE	CIGNA MEDICAL 10-2020	4,403.07
		**PAYROLL EXPENSES	10/01/2020 - 10/31/2020	22,770.63
			TOTAL:	261,605.62
INVALID DEPARTMENT	W/S CPF - 2018 CO	JACOB MARTIN, LLC	PRELIMINARY ENGINEERING	12,500.00
			TOTAL:	12,500.00

===== FUND TOTALS =====		
10	GENERAL FUND	438,174.78
30	VENUS COMM DEVELOP	53,879.64
50	STREET TAX FUND	4,871.60
51	CPF-STREET IMPROVEMENTS	380.00
56	BRAHMAN RANCH PID	243.00
60	WATER & SEWER FUND	273,189.71
64	W/S CPF - 2018 CO BONDS	12,500.00

	GRAND TOTAL:	783,238.73

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF VENUS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 10/01/2020 THRU 10/31/2020

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: NET
CHECK DATE: 10/01/2020 THRU 10/31/2020

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: NO
INCLUDE OPEN ITEM:NO

Venus Volunteer Fire Department

Incident Statistics

October 2020

Start Date: 10/01/2020

End Date: 10/31/2020



INCIDENT COUNT	
INCIDENT TYPE	# INCIDENTS
FIRE	83
EMS	25
TOTAL	108

MUTUAL AID	
AID TYPE	TOTAL
AID GIVEN	1
AID RECEIVED	3

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)	
EMS	FIRE
10:29:00	10:52:00
AVERAGE FOR ALL CALLS	10:33:00

LIGHTS AND SIRENS - AVERAGE TURNOUT TIME (Dispatch to Enroute)	
EMS	FIRE
5:22:00	4:36:00
AVERAGE FOR ALL CALLS	5:14:00

AVERAGE TIME ON SCENE (MM:SS)	
10:15	

MISSED CALLS			
ZONE	MISSED	MONDAY - FRIDAY (0700 TO 1900HRS)*	OUTSIDE MONDAY - FRIDAY
7200-CITY LIMITS	14	13	1
7201	27	15	12
7202	3	3	0
7203	5	5	0
7204	5	4	1
TOTAL	54	40	14

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



VENUS POLICE DEPARTMENT
MONTHLY REPORT
October 2020

CRIME STATS

	10-2020	% + or -	09-2020	08-2020	3 MONTH AVERAGE
CAD EVENTS	1412	-26.2%	1913	1545	1623
REPORTS TAKEN	37	68.2%	22	25	28
ARRESTS	8	166.7%	3	4	5
ACCIDENTS WORKED	8	14.3%	7	10	8
TRAFFIC ASSIGNMENTS	75	17.2%	64	23	54
TRAFFIC STOPS	180	-35.5%	279	101	187
CITATIONS ISSUED	60	-23.1%	78	39	59
WARNINGS ISSUED	82	-45.3%	150	62	98
CODE CITATIONS ISSUED	2	200.0%	0	3	2
CODE WARNINGS ISSUED	15	-6.3%	16	10	14

Significant Police Responses

Date	Call Type	Status	Notes
10/03/2020	Mental Health Evaluation	Closed	Subject Transported to Hospital
10/04/2020	Theft \$100<\$750	Suspended	No known suspects
10/04/2020	Assault Causes Injury	Arrest	Case filed with County Attorney
10/10/2020	DUI Minor	Arrest	Case pending lab results
10/22/2020	Agg Assault FV	Active	Pending investigation
10/24/2020	DWI	Arrest	Case to be filed with County Attorney
10/29/2020	Criminal Mischief \$750<\$2500	Active	Pending investigation

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement") is executed to be effective as of this 9th day of November, 2020 (the "Effective Date"), by and among **LGI HOMES-TEXAS, LLC**, a Texas limited liability company ("LGI" or "Owner") and the **CITY of VENUS**, a municipal corporation and political subdivision of the State of Texas.

RECITALS:

WHEREAS, LGI is the owner and developer of a real estate development project located in the City of Venus, Texas (the "City"), known as Patriot Estates;

WHEREAS, the remaining Patriot Estates development, currently named Phase 8 and Phase 9, includes approximately 660 single family residential units, within an approximately 182-acre tract (the "Tract"), described more particularly on Exhibit A attached hereto;

WHEREAS, LGI desires the creation of a public improvement district over the Tract pursuant to Chapter 372 of the Texas Local Government Code, as amended (the "PID") to finance certain infrastructure costs that benefit the Tract;

WHEREAS, LGI submitted a Petition for the Creation of a Public Improvement District within the City of Venus, Texas (the "Petition"), on July 24, 2020, requesting that the City create the PID over the Tract;

WHEREAS, LGI submitted a revised Petition, amended to enhance the boundaries of the PID;

WHEREAS, the City accepted the Petition by Resolution at its City Council meeting held on August 10, 2020, and accepted the Revised Petition by Resolution at its City Council meeting held on October 12, 2020, copies of which are attached hereto as Exhibit B (the Petition and the Revised Petition hereinafter referred to collectively as the "Petition");

WHEREAS, the City Council of the City, at the request of LGI, intends to: (i) create a PID encompassing the Tract, in accordance with Texas Local Government Code, Chapter 372 (the "PID Act"); (ii) adopt a Service and Assessment Plan (the "Service and Assessment Plan"); (iii) adopt an assessment ordinance (the "Assessment Ordinance") levying assessments on the Property for public infrastructure (the "Assessments"); (iv) and, at the option of the City after exercising its legislative discretion, finance the Public Improvements (defined herein) through the issuance of PID revenue bonds together with any obligation that may be issued to refund said bonds (collectively the "PID Bonds"), or by any other instrument allowable under the PID Act, secured solely by the Assessments for the purpose of reimbursing LGI for the costs of the Public Improvements described in Section 2 herein;

WHEREAS, in order to create the PID, the City desires that the homes to be constructed on the Tract consist of a greater percentage of masonry on the exterior elevation, and have access

to enhanced park amenities; and

WHEREAS, LGI is agreeable to the enhanced masonry and park amenities.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreement contained herein, the payment of Ten and No/100 Dollars (\$10.00) by each of the parties to the others, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LGI and the City hereby covenant and agree as follows:

1. Capitalized Terms. Capitalized terms used in this Agreement shall be expressly defined herein.

2. Consent to and Creation of the PID.

(a) *Creation*. The City's creation, establishment, and continued operation of the PID by the City in accordance with this Agreement, are conditions to LGI's continuing obligations as set forth in this Agreement. LGI has petitioned the City, as provided for in the PID Act and this Agreement, for the creation of the PID and the levy of Assessments for the purpose of financing a portion of the costs of the Public Improvements (hereinafter defined). After the City, in its discretion, creates the PID and makes a finding that the Public Improvements (hereinafter defined) confer a special benefit on the Tract, the City shall by ordinance levy the Assessments on the Tract in amounts necessary to meet costs for the Public Improvements and costs of administration of the PID. The Parties shall use reasonable efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, create the new PID, and develop the Tract.

(b) *Assessments*. Through adoption by the City of an Assessment Ordinance pursuant to Texas Local Government Code Section 372.017, the City shall levy the Assessments in accordance with the PID Act for the purpose of paying costs of the Public Improvements (hereinafter defined).

(c) *Public Improvements*. Public improvements are those improvements listed in the Service and Assessment Plan, as the same may be updated each year, benefiting the Tract and authorized under Section 372.003 of the PID Act that are listed in the PID Creation Authorization and the Service and Assessment Plan, which may include: sanitary sewer collection system improvements, water distribution system improvements, detention and drainage improvements, lift station and force main improvements, roadway improvements, utility improvements, park and recreational improvements, and other similar improvement projects, and the payment of expenses incurred in the establishment, administration, and operation of the PID, including costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the PID, if necessary (collectively, the "Public Improvements"). The timetable for construction and installation of the Public Improvements will be reviewed annually by the Parties in an annual update of the Service and Assessment Plan adopted and approved by the City. In the event that the actual Public Improvement costs exceed the estimated costs, LGI shall be solely responsible for the excess Public Improvement costs.

(d) *PID Bond Issuance.* The City may, after exercising its legislative discretion, issue PID Bonds in one or more series in a maximum principal amount totaling \$6,977,464 (six million nine hundred seventy seven thousand four hundred sixty-four dollars) or a lesser amount equal to approximately one-third of the projected build-out value of the Tract, all as shall be established by a City-approved Assessment Ordinance within 180 days after LGI requests in writing the issuance of PID Bonds (or such other date mutually agreed upon by the City and LGI). Such PID bonds shall have a 30-year maturity.

(e) *Bond Funds Deposited.* The net proceeds from the issuance and sale of the PID after payment of costs of issuance of the PID Bonds and the funding of any required reserve funds shall be deposited in the Project Fund (defined below) in accordance with the applicable trust indenture pertaining to the PID Bonds (the "Trust Indenture").

(f) *Trustee.* The City shall appoint a trustee for the PID Bonds (the "Trustee"), who shall be required to follow the terms, conditions, and obligations of the Trust Indenture.

(g) *PID Consultant.* The City may appoint one or more PID consultants (each a "PID Consultant") to assist the City with the Service and Assessment Plan and each annual update of such plan, the billing and collection of the annual installments of the Assessments, and the disbursement of funds from the Project Fund described below. Costs associated with the PID Consultant will be paid for as described in a City-approved Assessment Ordinance or another agreement between the Parties.

(h) *Project Fund.* Each applicable Trust Indenture relating to the PID Bonds shall establish a fund to be known as the "Project Fund." Each Project Fund shall be maintained in accordance with the applicable Trust Indenture and the monies in such Fund shall not be commingled with any other funds of the City. The City acknowledges that the monies in the Project Fund shall be dedicated solely to the payment of eligible Public Improvement costs in accordance with the Service and Assessment Plan as the same is updated each year. The Project Fund shall be administered by the Trustee and monies in the Project Fund shall be disbursed as provided in the applicable Trust Indenture. Any monies remaining in the Project Fund after the completion of the Public Improvements and the payment of all Public Improvement costs shall be used to pay or redeem PID Bonds or shall be used for any other lawful purpose as provided in the Trust Indenture. Notwithstanding any other provision in this Agreement, in the event of a conflict between this Agreement and any Trust Indenture relating to PID Bonds, the terms of the Trust Indenture shall control.

(i) *PID Reimbursement Agreement.* In connection with the levy of the Assessments and the issuance and sale of the PID Bonds, the City shall enter into a "PID Reimbursement Agreement" with LGI or other developer of the Public Improvements. Such PID Reimbursement Agreement shall set forth the procedure for the approval and submission of a Certificate for Payment to the Trustee for payment of Public Improvement costs from the Project Fund subject to the terms of the applicable Trust Indenture.

(j) *Cost Overrun.* If the total Public Improvement costs exceed the total amount of monies initially deposited in the Project Fund, LGI shall be responsible for the remainder of the costs of the Public Improvements. The City will ask LGI to provide a completion guaranty in the form of a letter of credit or cash in an amount equal to the difference between the estimated Public Improvement costs as identified in the Service and Assessment Plan and the Project Fund deposit.

3. Enhanced Improvements within or for the Tract.

Governing Regulations. Development of the Tract shall be governed by all applicable City regulations as such regulations are modified by the following additional requirements (collectively, the "Governing Regulations"):

(a) *Concept Plan.* The Concept Plan attached hereto as Exhibit C, as amended from time to time (the "Concept Plan").

(b) *Masonry.* LGI agrees that all permanent structures within the Tract shall be constructed by LGI with a minimum of eighty percent (80%) masonry coverage (excluding the total window area) on three sides of the structure. The three sides shall be the front and two sides of the structure. All permanent structures shall be compatible in architectural style, including the use of brick, Austin stone, cast stone, or stucco. The remaining 20 percent of exterior finishing materials and the back of the structures shall complement the building design and masonry materials used. Any deviation of less than the 80 percent masonry coverage shall require approval of a variance from the City. A photographic representation of the masonry improvements is attached hereto as Exhibit D.

(c) *Building Codes, Fire Codes and Building Materials.* For the good and valuable consideration exchanged between the parties, the receipt and sufficiency of which is hereby acknowledged, Owner has requested and the Parties agree that the Masonry requirement identified supra in subpart (b) and the Development Standards, as applicable, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations in the zoning ordinance (as it existed on August 1, 2019) and other city ordinances, as subsequently amended, to apply to the Property for forty-five (45) years, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may subsequently be amended. This Section shall survive after termination of this Agreement.

(d) *Walking Trail Improvements.* LGI agrees to construct walking trail improvements within or for the benefit of the Tract as depicted on Exhibit E attached hereto.

(e) *Wastewater System Improvements.* Pursuant to that certain Development and Escrow Agreement by and between LGI, Heritage Hills Development, LLC, Stewart Title Guaranty Company and the City, incorporated herein by reference, LGI has agreed to participate in the financing and construction of certain improvements to the Patriot Estates Lift Station, which improves the operation of the existing City FM 157 Lift Station and Force Main.

(f) *Zoning.* The provisions of the City's Comprehensive Zoning Ordinance are generally applicable to all single-family residences (the "Zoning Ordinance"), as described by the development standards set forth on Exhibit F (the "Development Standards"). In the event of a conflict between the Zoning Ordinance and the Development Standards, the Development Standards shall control.

The City may, after exercising its legislative discretion, zone the Tract as a Planned Development District that is consistent with the Development Standards and Concept Plan. Regardless of how the City zones the Tract, and notwithstanding anything to the contrary in the Zoning Ordinance, the Tract shall be governed by and may be used and developed in accordance with the terms of this Agreement at all times during the Term of this Agreement. All applicable City Ordinance requirements that reference the City's Zoning Ordinance or compliance with zoning regulations or the City's comprehensive plan (including the City's master thoroughfare plan) shall be interpreted to mean compliance with the Concept Plan and the Development Standards.

(g) *Splash Pad/Parking Improvements.* LGI agrees to construct improvements to its Phase 7 park, inclusive of a splash pad, parking lot and related site lighting, within or for the benefit of the Tract, as depicted on the site plan attached hereto as Exhibit G (the "Site Plan"). The City hereby accepts and approves the Site Plan for all purposes without a requirement for further action by LGI.

4. Impact Fees and Infrastructure.

(a) *Exclusive Fees.* Fees approved by the City Council on or before the Effective Date and fees described in this Paragraph 4 shall be the exclusive fees charged for development of the Tract.

(b) *City PID Fee.* The Owner shall pay to the City, simultaneously with the closing of the first PID Bonds issued under this Agreement, the full amount of the City PID Fee, being \$2,500 per lot. Said PID Fee shall not be refundable for any reason. The City PID Fee shall not be increased, decreased or discounted for any reason, including without limitation a change in the number of lots ultimately developed within the PID.

(c) *Retail Sewer Service.* The City agrees to provide retail sewer service to the Tract on the same terms as it provides sewer service to other property within the City's corporate limits.

(d) *Adequate Facilities.* Subdivision and development of the Tract shall be supported with adequate levels of water, wastewater, and roadway facilities. The Parties agree that the dedication and construction of public improvements, or the contribution of proportionate development fees, required to support development of the Property shall precede or be concurrent with the construction of private improvements to the Property, in accordance with the phasing provisions incorporated into this Agreement or as otherwise may be provided through approval of preliminary plat.

The public water, wastewater and roadway facilities are generally depicted for purposes of this Agreement on the following exhibits:

- | | | | |
|------|-----------------------|---|-----------|
| i. | Wastewater Facilities | - | Exhibit H |
| ii. | Roadway Facilities | - | Exhibit I |
| iii. | Water Facilities | - | Exhibit J |

5. INDEMNIFICATION AND HOLD HARMLESS

(a) THE OWNER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC IMPROVEMENTS ACQUIRED FROM THE OWNER HEREUNDER; (III) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE PUBLIC IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO OWNER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS

AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

(c) THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER.

6. THE OWNER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY MONETARY OR LAND USE DEFAULTS UNDER THIS AGREEMENT:

(i) THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(ii) THE AMOUNT OF THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC IMPROVEMENTS IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND OWNER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(iii) THE OWNER HEREBY AGREES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE OWNER FOR SUCH LAND, AND THE OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE OWNER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY

THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC IMPROVEMENTS.

(b) THIS SECTION 6 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. Miscellaneous.

(a) *Recitals.* The recitals contained in this Agreement are incorporated by reference herein for all purposes and: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

(b) *Term.* The term of this Agreement shall be for a period of fifteen (15) years after the Effective Date, except that all provisions of this Agreement related to Masonry or other Development Standards shall have a term of forty-five (45) years. The Parties may extend the term of this Agreement if they execute an agreement in writing.

(c) *Entire Agreement; Severability.* This Agreement constitutes the agreement between the Parties and supersede all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

(d) *Encumbrance by Owner.* The Owner has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement for the benefit of its lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a

cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Tract and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Tract shall be bound by this Agreement, but shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

(e) *Encumbrance by City.* The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.

(f) *Transfer of Warranties.* Any Public Improvements that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Improvements.

(g) *No Restriction on Property Transfer.* No provision of this Agreement shall limit the ability of the Owner or any other person to transfer voluntarily or involuntarily its rights, title, or interest in or to all or any portion of the Tract.

(h) *Interpretation.* The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

(i) *Authority and Enforceability.* The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. LGI represents and warrants that this Agreement has been approved by appropriate action of LGI, and that the individuals executing this Agreement on behalf of LGI have been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

(j) *Events of Default.* No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the

notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

(k) *Remedies.* IF A PARTY IS IN DEFAULT UNDER THIS AGREEMENT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR INEQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL: (a) entitle the aggrieved Party to terminate this Agreement; (b) entitle the City to suspend performance under this Agreement, unless the portion of the Tract for which performance is suspended is the subject of the default; (c) adversely affect or impair the current or future obligations of the City to provide sewer and other municipal services to the Tract; (d) entitle the aggrieved Party to seek or recover monetary damages of any kind; or limit the Term.

(l) *Governmental Powers; Waivers of Immunity.* By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights.

(m) *Notices.* All notices, demands, consents, statements, requests, reports and other communications required or permitted herein shall be delivered to the parties hereto by (i) United States registered or certified mail, return receipt requested, postage fully prepaid, (ii) facsimile, or (iii) by an independent, courier service; provided, however, that in the event such courier service is used, such service shall provide a receipt of service. All such communications shall be deemed received upon (x) actual receipt by the addressee when deposited in the United States mail as provided above, (y) sent by facsimile with confirmed receipt, or (z) actual receipt by the addressee when deposited with an courier service as provided above, and shall be addressed to the intended recipient at the following address or such other address as that party may specify in writing in the manner provided in this Section 4(a):

If to LGI:

LGI HOMES-TEXAS, LLC
1450 Lake Robbins Drive Suite 430
The Woodlands, Texas 77380
Attention: Kennon Masters
Telephone: (281) 362-8998
Fax: (281) 210-2601
Email: kmasters@lgihomes.com

If to City:

CITY OF VENUS, TEXAS
700 W. Hwy 67
Venus, TX 76084
Attention: Andy Wolfe (City Administrator)
Telephone: (972) 366-3348
Email: awolfe@cityofvenus.org

With a copy to

City Attorney
Messer, Fort & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, TX 75034

(n) *Applicable Law; Venue.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. All obligations of the Parties are performable in Johnson County. Venue for any action to enforce or construe this Agreement shall be in state district court in Johnson County, Texas.

(o) *Non-Waiver.* Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

(p) *No Third-Party Beneficiaries.* This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto, their respective heirs, legal representatives, successors and assigns. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

(q) *Force Majeure.* Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

(r) *Boycott of Israel.* The Owner represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable federal law, neither the Owner, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Owner (i) boycotts Israel; or (ii) will boycott Israel during the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

(s) *Form 1295.* Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

(t) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute but one instrument. Facsimile signatures or signatures delivered by electronic mail shall be deemed original signatures for all purposes.

(u) *Amendment.* This Agreement may not be altered, amended, modified or waived in any respect unless the same shall be in writing and executed by all of the parties hereto.

(v) *Further Documents.* Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

(w) *Consideration.* This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

(x) The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit List:

EXHIBIT A: The Tract.

EXHIBIT B: Resolution of the City of Venus Accepting for Filing a Petition for Establishment of the Patriot Estates Public Improvement District; Calling a Public Hearing on the Advisability of the Creation of Said District; and Authorizing the Issuance of Notice by the City Secretary Regarding the Public Notice.

EXHIBIT C: Concept Plan.

EXHIBIT D: Masonry.

EXHIBIT E: Walking Trail Improvements.

EXHIBIT F: Development Standards.

EXHIBIT G: Splash Pad/Parking Lot Improvements.

EXHIBIT H: Wastewater Facilities.

EXHIBIT I: Roadway Facilities.

EXHIBIT J: Water Facilities.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the date first stated above.

LGI:

LGI HOMES – TEXAS, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared _____, the _____ of **LGI HOMES – TEXAS, LLC**, a Texas limited liability company, known to me to be the person and duly authorized officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2020.

Notary Public in and for the State of Texas

My Commission Expires: _____

THE CITY:

CITY OF VENUS, TEXAS

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared _____, the _____ of **the City of Venus**, known to me to be the person and duly authorized officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2020.

Notary Public in and for the State of Texas
My Commission Expires: _____

AFTER RECORDING RETURN TO:

**DUSTIN WENTZ
PAPE-DAWSON ENGINEERS
5810 Tennyson Pkwy, Suite 425
Plano, TX 75024**

EXHIBIT A

THE TRACT

[see attached]

SWEENEY FIVE
FAMILY LIMITED
C.C.# 201600025250
D.R.J.C.T.

P.O.B.
FOUND 1/2" IRON
PIPE (C.M.)

EDWIN JAMES ROGERS
VOL. 867, PG. 368
D.R.J.C.T.

JOE W. GORE &
HELLEN M. GORE
VOL. 4437, PG. 539
D.R.J.C.T.

JOE W. GORE &
HELLEN M. GORE
VOL. 4437, PG. 536
D.R.J.C.T.

TUSIN ROPO
C.C.# 201700014250
D.R.J.C.T.

T.J.&G. TRUST
C.C.# 201500005193, D.R.J.C.T.

DONALD E. BRANDT
VOL. 3717, PG. 533, D.R.J.C.T.

ANGEL CERVANTES
et ux. LOYOLA NOHEMI
C.C.# 201900013499, D.R.J.C.T.

WELDON FOWLER AND
WIFE, MARY JO FOWLER
VOL. 1139, PG. 520, D.R.J.C.T.

COUNTY ROAD 620

LEGEND:

D.R.J.C.T.
M.R.J.C.T.
D.R.E.C.T.
P.R.E.C.T.
O.P.R.E.C.T.

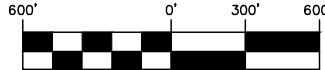
C.C.#
INST. NO.
VOL./PG.
P.O.B.
(C.M.)

DEED RECORDS OF JOHNSON COUNTY, TEXAS
MAP RECORDS OF JOHNSON COUNTY, TEXAS
DEED RECORDS OF ELLIS COUNTY, TEXAS
PLAT RECORDS OF ELLIS COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF ELLIS
COUNTY, TEXAS
COUNTY CLERK NUMBER
INSTRUMENT NUMBER
VOLUME/PAGE
POINT OF BEGINNING
CONTROLLING MONUMENT
FOUND 1/2" IRON ROD WITH YELLOW
PLASTIC CAP STAMPED "PAPE DAWSON" (C.M.)
OR AS NOTED

NOTES:

- THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 20076-02 BY PAPE-DAWSON ENGINEERS, INC.
- THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE (4202) FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

SCALE: 1"= 600'



JAMES NEAL RATJEN
CC# 2012-26910
D.R.J.C.T.

FOUND 1/2" IRON ROD WITH
YELLOW CAP "DEAN 5143"
BEARS S84°33'46"W - 0.27'

N65°38'10"E 4445.44'

COUNTY ROAD 502

REMAINDER OF TRACT 1
LGI HOMES - TEXAS, LLC
CC# 2014-17418, D.R.J.C.T.
VOL. 2783, PG. 1873, D.R.E.C.T.

FOUND 5/8" IRON
ROD WITH CAP
"JACOBS" (C.M.)

JOHNSON COUNTY

PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT AREA ± 192.4 ACRES

PHASE 8
RADFORD BERRY SURVEY
ABSTRACT NO. 26

DAVID RODNEY BOMER
CC# 2019-28179
D.R.J.C.T.
INST. NO. 1930321
O.P.R.E.C.T.

RADFORD BERRY
SURVEY
ABSTRACT NO. 42

FOUND 1/2" IRON
PIPE (C.M.)
FOUND 1/2" IRON
PIPE (C.M.)
FOUND 1/2" IRON
ROD (C.M.)

PAUL GONZALES
VOL. 662, PG. 858
D.R.E.C.T.

ELLIS COUNTY

PATRIOT ESTATES

PUBLIC IMPROVEMENT DISTRICT AREA

JOHNSON COUNTY & ELLIS COUNTY, CITY OF VENUS, TEXAS

**PAPE-DAWSON
ENGINEERS**

DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PARKWAY, STE 425 | PLANO, TX 75024 | 214.430.8494
TDE FIRM REGISTRATION #470 | TDEPLS FIRM REGISTRATION #10194390

**PATRIOT ESTATES
PUBLIC IMPROVEMENT DISTRICT AREA
METES & BOUNDS DESCRIPTION**

BEING a tract of land, situated in Radford Berry Survey, Abstract Number 26, and Radford Berry Survey, Abstract Number 42, City of Venus, Johnson County and Ellis County, Texas, and being the remainder of Tract 1 as described in a Special Warranty Deed to LGI Homes – Texas, LLC recorded in County Clerk Number 2014-17418 of the Deed Records of Johnson County, Texas (D.R.J.C.T.) and in Volume 2783, Page 1873 of the Deed Records of Ellis County, Texas (D.R.E.C.T.), and being all of Common Area – HOA Open Space Lot 32, Block 15 of Amended Patriot Estates Phase 7A, an addition to the City of Venus, Johnson County, Texas recorded in Volume 11, Page 915, Drawer K of the Map Records of Johnson County, Texas (M.R.J.C.T.) as described in Deed Without Warranty to the Owners Association of Patriot Estates in Instrument Number 2020-10730, (D.R.J.C.T.), and being more particularly described by metes and bounds as follows;

BEGINNING at a found 1/2" iron pipe (controlling monument) at the northwest corner of said Tract 1 and the southwest corner of a tract of land described in a Special Warranty Deed with Vendor's Lien to James Neal Ratjen recorded in County Clerk Number 2012-26910 (D.R.J.C.T.);

THENCE: Along the north line of said Tract 1 and the south line of said Ratjen tract, along County Road 502 (right of way width unknown, record deed not found) the following bearings and distances;

N 53°40'52" E, a distance of 61.46 feet to a found 1/2" iron rod (controlling monument);

N 65°38'10" E, a distance of 4,445.44 feet to the northeast corner of said Tract 1 and a re-entrant corner on the south line of said Ratjen tract, from which a found 1/2" iron rod with yellow cap stamped "DEAN 5143" bears S 84°33'46" W, a distance of 0.27 feet;

THENCE: Over and across County Road 502, S 24°21'50" E, along the east line of said Tract 1 and the south line of said Ratjen tract, a distance of 60.02 feet to a found 5/8" iron rod with cap stamped "JACOBS" (controlling monument) at the northwest corner of a tract of land described in a Texas Warranty Deed with Vendor's Lien to David Rodney Bomer recorded in County Clerk Number 2019-28179 (D.R.J.C.T.) and in Instrument Number 1930321 of the Official Public Records of Ellis County, Texas (O.P.R.E.C.T.);

THENCE: S 19°22'44" E, along the east line of said Tract 1 and the west line of said Bomer tract, a distance of 1,960.47 feet to a found 1/2" iron pipe (controlling monument) at the southwest corner of said Bomer tract, same point being on the east line of said Tract 1 and on the north line of a tract of land described in a Deed to Paul Gonzales recorded in Volume 662, Page 858 (D.R.E.C.T.);

THENCE: S 60°21'25" W, along the east line of said Tract 1 and the north line of said Gonzales tract, a distance of 38.30 feet to a found 1/2" iron pipe (controlling monument) at the northwest corner of said Gonzales tract and being a re-entrant corner on the east line of said Tract 1;

THENCE: Along the east line of said Tract 1 and the west line of said Gonzales tract, the following bearings and distances;

S 30°24'10" E, a distance of 270.50 feet to a found 1/2" iron rod (controlling monument);

S 33°29'50" E, a distance of 181.32 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) for the northeast corner of Patriot Estates Phase 7B, an addition to the City of Venus, Johnson County and Ellis County, Texas recorded in Instrument Number 43, Year 2020, Drawer K of the Map Records of Johnson County, Texas (M.R.J.C.T.) and in Cabinet K, Slides 49-51 of the Plat Records of Ellis County, Texas (P.R.E.C.T.);

THENCE: Along the north line of said Patriot Estates Phase 7B, the following bearings and distances;

S 56°30'10" W, a distance of 122.94 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 81°25'25" W, a distance of 76.21 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 85°10'41" W, a distance of 597.85 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 85°45'58" W, a distance of 470.09 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 11°15'35" W, a distance of 146.08 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a tangent curve to the left having a radius of 225.00 feet, a central angle of $13^{\circ}06'09''$, a chord bearing and distance of $N 17^{\circ}48'39'' W$ - 51.34 feet, with an arc length of 51.45 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

$N 24^{\circ}21'44'' W$, a distance of 33.89 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

$S 65^{\circ}38'16'' W$, a distance of 50.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) on the common line of Amended Patriot Estates Phase 7A, an addition to the City of Venus, Johnson County, Texas recorded in Volume 11, Page 915, Drawer K (M.R.J.C.T.) and said Patriot Estates Phase 7B;

THENCE: Along the common lines of said Patriot Estates Phase 7A, and said Patriot Estates Phase 7B, the following the bearings and distances;

$S 24^{\circ}21'44'' E$, a distance of 33.89 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a tangent curve to the right having a radius of 175.00 feet, a central angle of $13^{\circ}06'09''$, a chord bearing and distance of $S 17^{\circ}48'39'' E$ - 39.93 feet with an arc length of 40.02 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

$S 11^{\circ}15'35'' E$, a distance of 145.29 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

$S 69^{\circ}41'06'' W$, a distance of 268.64 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

$S 35^{\circ}48'08'' W$, a distance of 141.93 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

$S 09^{\circ}17'01'' W$, a distance of 209.26 feet to a point on the north line of the final plat of Patriot Estates, Phase 6B, an addition to the City of Venus, Johnson County, Texas recorded in Volume 11, Page 459, Slide D-678(M.R.J.C.T.);

THENCE: Along the north line of said Patriot Estates, Phase 6B, same being the south line of said Patriot Estates Phase 7A, the following the bearings and distances;

N 60°49'22" W, a distance of 77.06 feet;

N 85°55'21" W, a distance of 86.44 feet;

S 80°45'44" W, a distance of 117.31 feet;

S 65°28'59" W, a distance of 52.92 feet;

S 53°16'55" W, a distance of 57.85 feet;

S 37°00'00" W, a distance of 72.23 feet;

S 22°00'00" W, a distance of 73.30 feet;

S 10°59'17" W, a distance of 52.57 feet;

S 08°00'00" E, a distance of 127.54 feet;

S 71°14'22" W, a distance of 19.22 feet;

S 18°45'38" E, a distance of 136.51 feet;

S 71°14'22" W, a distance of 69.78 feet to a point on the easterly right of way line of Patriot Parkway (60' wide right of way) as shown on the final plat of said Patriot Estates Phase 6B;

THENCE: Along the easterly right of way line of Patriot Parkway as shown on the final plats of Patriot Estates, Phase 6B and Patriot Estates, Phase 7A, also along a non-tangent curve to the left having a radius of 1030.12 feet, a central angle of 34°23'14", a chord bearing and distance of N 37°20'51" W - 609.01 feet, with an arc length of 618.25 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON";

THENCE: Departing the easterly right of way line of Patriot Parkway, and along the northwesterly line of Common Area/HOA open space Lot 32, Block 15 of said Patriot Estates Phase 7A the following bearings and distances.

N 34°04'05" E, a distance of 47.99 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 55°55'55" E, a distance of 110.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 34°04'05" E, a distance of 83.61 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 36°55'02" E, a distance of 16.40 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 48°28'51" E, a distance of 50.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 61°21'54" E, a distance of 23.99 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 65°32'05" E, a distance of 426.04 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 45°42'28" E, a distance of 108.69 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 60°45'42" W, a distance of 110.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a non-tangent curve to the left having a radius of 80.00 feet, a central angle of 21°36'50", a chord bearing and distance of N 18°25'53" E - 30.00 feet, with an arc length of 30.18 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 82°22'32" E, a distance of 110.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 06°51'11" W, a distance of 95.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 35°48'29" W, a distance of 95.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) on the north line of said Patriot Estates Phase 7A;

THENCE: Departing the northwesterly line of said Common Area/HOA Open Space Lot 32, and along the north line of said Patriot Estates Phase 7A, the following the bearings and distances;

N 64°45'47" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 86°16'55" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 57°19'37" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 28°22'19" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 06°20'28" E, a distance of 39.89 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 65°32'05" W, a distance of 250.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 61°47'05" W, a distance of 65.43 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 53°04'47" W, a distance of 66.92 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 44°15'22" W, a distance of 66.92 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 36°08'25" W, a distance of 61.08 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 34°04'05" W, a distance of 108.86 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 24°28'09" E, a distance of 22.44 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 62°21'31" W, a distance of 61.51 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a tangent curve to the right having a radius of 470.00 feet, a central angle of 20°31'30", a chord bearing and distance of N 52°05'46" W - 167.47 feet, with an arc length of 168.37 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 48°09'59" W, a distance of 60.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 37°05'51" W, a distance of 79.62 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 44°21'28" W, a distance of 46.37 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 51°57'05" W, a distance of 48.98 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°41'16" W, a distance of 49.99 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 65°19'59" W, a distance of 150.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 61°16'27" W, a distance of 68.55 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 55°32'39" W, a distance of 80.93 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 47°27'18" W, a distance of 83.59 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 39°38'39" W, a distance of 155.72 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 50°18'27" W, a distance of 49.91 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 56°36'13" W, a distance of 50.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°56'42" W, a distance of 278.63 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 60°14'04" W, a distance of 50.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°42'38" W, a distance of 212.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

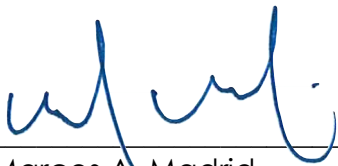
S 30°17'22" E, a distance of 109.39 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°56'42" W, a distance of 68.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) at the northwest corner of said Patriot Estates Phase 7A, same point being on County Road 620 and on the west line of said Tract 1;

THENCE: N 30°17'22" W, along said County Road 620 (right of way width unknown, record deed not found) and the west line of said Tract 1, a distance of 1,966.05 feet to the **POINT OF BEGINNING**, and **CONTAINING** 192.4 Acres or 8,381,959 Square Feet of land more or less, and being described in accordance with a survey made on ground and accompanied by an exhibit or survey map prepared under job number **70076-07** by Pape Dawson Engineers, Inc.

Bearings are based on the Texas Coordinate System established for the North Central Zone (4202) from the North American Datum 1983 NAD 83 (NA2011) epoch 2010.00.

For Pape Dawson Engineers, Inc.



Marcos A. Madrid
Registered Professional Land Surveyor
Texas Registration No. 6740
Firm Registration No. 10194390
Pape Dawson Engineers, Inc.
5810 Tennyson Parkway, Suite 425
Plano, Texas 75024
Tele. 214-420-8494
Email: mmadrid@pape-dawson.com



Certification Date: September 29, 2020

THIS SURVEY SHOULD BE CONSIDERED NULL AND VOID WITHOUT AN ORIGINAL, DATED, WET INK SIGNATURE AND AN ACCOMPANYING IMPRESSION SEAL OF THE REGISTERED PROFESSIONAL LAND SURVEYOR.

EXHIBIT B

RESOLUTIONS OF THE CITY OF VENUS ACCEPTING FOR FILING PETITIONS FOR ESTABLISHMENT OF THE PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT; CALLING A PUBLIC HEARING ON THE ADVISABILITY OF THE CREATION OF SAID DISTRICT; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY REGARDING THE PUBLIC NOTICE.

[see attached]

EXHIBIT C

CONCEPT PLAN

[see attached]

EXHIBIT D

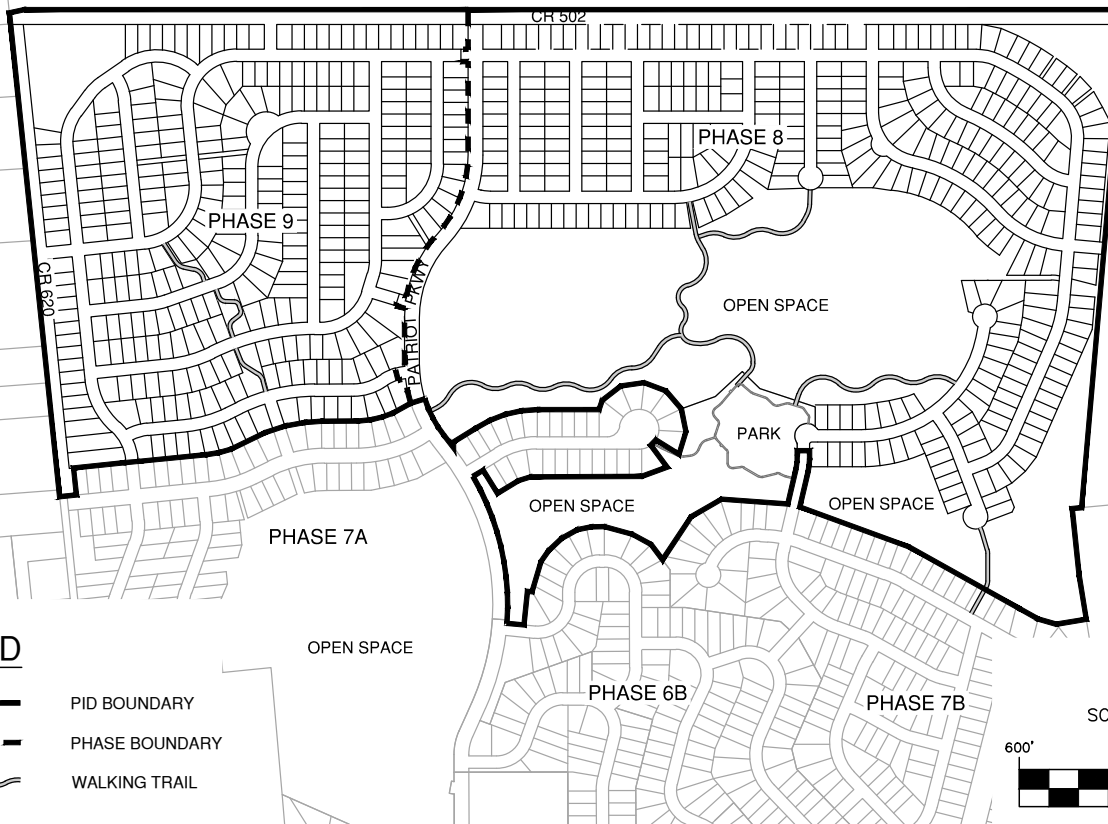
MASONRY



EXHIBIT E

WALKING TRAIL IMPROVEMENTS

[see attached]

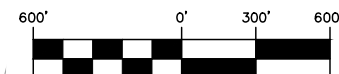


LEGEND

- | | |
|---|----------------|
|  | PID BOUNDARY |
|  | PHASE BOUNDARY |
| | WALKING TRAIL |



SCALE: 1" = 600'



JOB NO. 70076
DATE OCTOBER 2020
DESIGNER _____
CHECKED _____ DRAWN _____
SHEET

PATRIOT ESTATES PID
VENUS, TEXAS
WALKING TRAIL EXHIBIT



DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PARKWAY, STE 425 | PLANO, TX 75024 | 214.420.8494
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10194380

EXHIBIT F

DEVELOPMENT STANDARDS

1. Concept Plan. The design and development of the Property will generally comply with the Concept Plan, and includes single family detached residential lot types. The Concept Plan attached as Exhibit C may be amended from time to time in conformance with these Development Standards.

2. Maximum Number of Lots. The Property will contain a maximum of approximately 660 residential lots.

3. Single Family Detached Residential.

a. The single family detached residential portions of the Property will generally be developed in accordance with the development standards set forth below, which include lot size, setback, building height, lot coverage, and dwelling unit size standards for single family detached residential homes.

b. There can be three different single family detached residential lot sizes, as follows: Type "A" - 50' x 80' (5,000 square feet), Type "B" - 60' x 90' (6,000 square feet), and Type "C" - 65' x 100' (7,500 square feet). The maximum number of lots will be approximately 660. The mix of Type "A", Type "B", and Type "C" lots is not dictated.

c. Development standards for Type "A" lots:

- i. Minimum Lot Width at Front Building Line: 50 feet
- ii. Minimum Lot Depth on Lot Perpendicular to Street: 80 feet
- iii. Minimum Gross Lot Area: 5,000 square feet
- iv. Minimum Front Yard Setback Measured from the Street Right-of-Way: 20 feet
- v. Minimum Interior Side Yard Setback: 5 feet
- vi. Minimum Side Yard Setback on Corner Lot Adjacent to a Street ROW: 10 feet
- vii. Minimum Rear Yard Setback: 10 feet
- viii. Maximum Lot Coverage (measured as the building footprint): 60 percent
- ix. Minimum Dwelling Unit Size: 1,100 square feet
- x. Front entry garages shall be permitted on all lots.

- d. Development standards for Type “B” lots:
 - i. Minimum Lot Width at Front Building Line: 60 feet
 - ii. Minimum Lot Depth on Lot Perpendicular to Street: 90 feet
 - iii. Minimum Gross Lot Area: 6,000 square feet
 - iv. Minimum Front Yard Setback Measured from the Street Right-of-Way: 20 feet
 - v. Minimum Interior Side Yard Setback: 5 feet
 - vi. Minimum Side Yard Setback on Corner Lot Adjacent to a Street Right-of-Way: 10 feet
 - vii. Minimum Rear Yard Setback: 15 feet
 - viii. Maximum Lot Coverage (measured as building footprint): 60 percent
 - ix. Minimum Dwelling Unit Size is 1,400 square feet
 - x. Front entry garages shall be permitted on all lots.
- e. Development standards for Type “C” lots:
 - i. Minimum Lot Width at Front Building Line: 65 feet
 - ii. Minimum Lot Depth on Lot Perpendicular to Street: 100 feet
 - iii. Minimum Gross Lot Area: 7,500 square feet
 - iv. Minimum Front Yard Setback: 25 feet
 - v. Minimum Interior Side Yard Setback: 6 feet
 - vi. Minimum Side Yard Setback on Corner Lot Adjacent to a Street Right-of-Way: 10 feet
 - vii. Minimum Rear Yard Setback: 15 feet
 - viii. Maximum Lot Coverage (measured as building footprint): 60 percent
 - ix. Minimum Dwelling Unit Size is 1,600 square feet
 - x. Front entry garages shall be permitted on all lots.

4. Technical Standards.

- a. All streets and sidewalks within the development are represented by the Typical Paving Sections provided on Exhibit F1. Pavement design and subgrade design shall be in accordance with City standards.
- b. Each point where an inlet lateral enters the main conduit the gradient will be sufficiently low to allow the hydraulic gradient in the inlet to be below the gutter grade.
- c. Side slopes of channels will not be steeper than one (1) foot rise to three (3) feet horizontal distance.

5. Residential Home Design Standards.

- a. The minimum roof pitch for a residence will be 6:12.
- b. At least 80 percent of the total exterior wall area (excluding the total window area) on three sides of the structure shall be masonry. Masonry shall be defined as brick, Austin stone, cast stone, or stucco. The three sides shall be the front and two sides of the structure. The remaining 20 percent of exterior finishing materials and the back of the structures shall complement the building design and masonry materials used.

6. Neighborhood Walking Trails and Homeowners Association.

- a. The Owner shall construct approximately 6,400 linear feet of 6-foot wide concrete walking trail as shown on Exhibit E.
- b. There is an existing homeowners' association (HOA) within Patriot Estates. As the plats for Phase 8 and Phase 9 are recorded open space areas within each phase will be deeded over to the HOA for ownership and maintenance. The areas within the gas leases shall be maintained by the gas company with the lease.

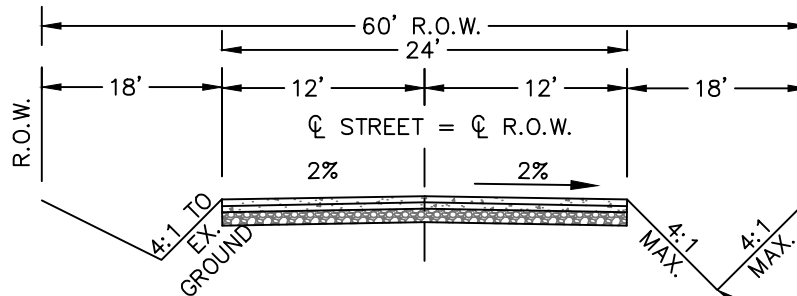
7. Open Space.

- a. The Property will contain approximately 36 acres as privately owned and maintained open space areas as generally depicted on the Exhibit F2. The final open space may be a few acres higher or lower depending on final platting and design changes.

EXHIBIT F1

TYPICAL PAVING SECTIONS

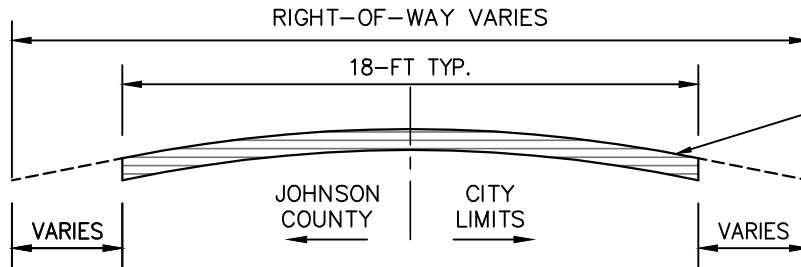
[see attached]



CR 502 SECTION - 60' R.O.W.

N.T.S.

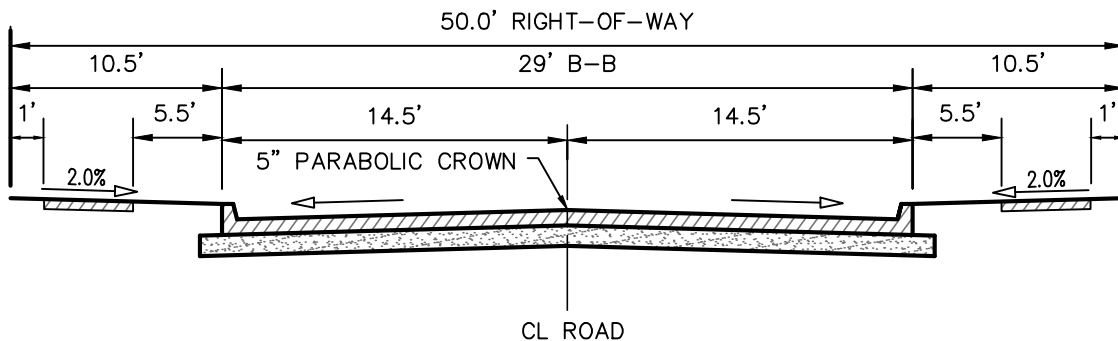
BAR DITCH DESIGNED FOR 100-YR Q WITH 1' FREEBOARD



CR 620 SECTION - VARIABLE WIDTH R.O.W.

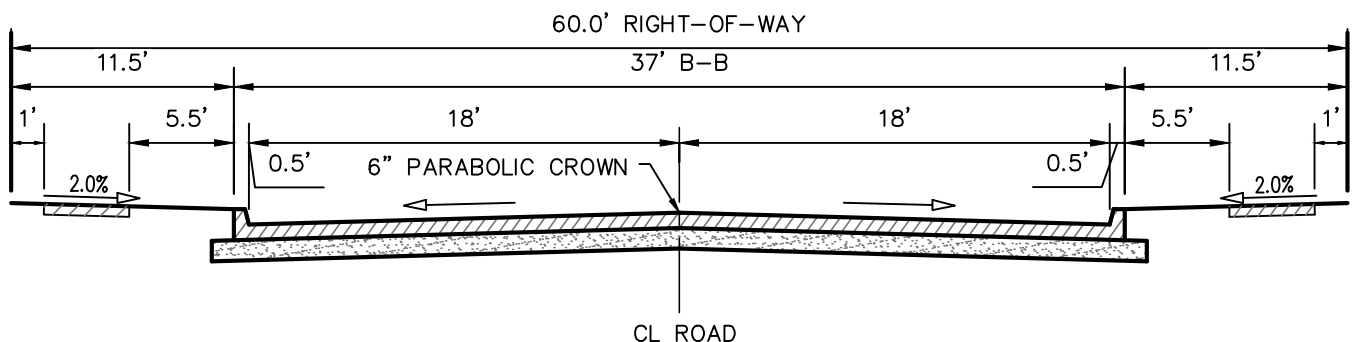
N.T.S.

3" MILL AND OVERLAY



TYPICAL ROADWAY SECTION - RESIDENTIAL (50' ROW)

N.T.S.



TYPICAL ROADWAY SECTION - 60' ROW

N.T.S.

JOB NO. 70076
DATE OCTOBER 2020
DESIGNER
CHECKED DRAWN
SHEET

PATRIOT ESTATES PID
VENUS, TEXAS
PAVING SECTIONS

PAPE-DAWSON ENGINEERS

DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PARKWAY, STE 425 | PLANO, TX 75024 | 214.420.8494
TBPB FIRM REGISTRATION #470 | TBPB FIRM REGISTRATION #10194390

EXHIBIT F2

OPEN SPACE

[see attached]

EXHIBIT G

SPLASH PAD/PARKING LOT IMPROVEMENTS

[see attached]

CALLOUTS LEGEND:

- EXISTING GAZEBO WITH TRASH RECEPTACLE AND TABLES
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK
- EXISTING PLAYGROUND FACILITY
- EXISTING PICNIC TABLE AND GRILL
- EXISTING BENCH
- PROPOSED SPLASH PAD
- PROPOSED SHADE SAIL WITH CONCRETE SEATWALLS BENEATH
- PROPOSED PARKING LOT
- PROPOSED LIGHT POLE
- EXISTING, PROPOSED PC PLUMPER SHADE TREE, SPECIES TREE

PATRIOT ESTATES PID / AMENITY CENTER EXHIBIT

City of Venus, Texas

SHEET 1 OF 1
Owner Submitted 10-2-2020

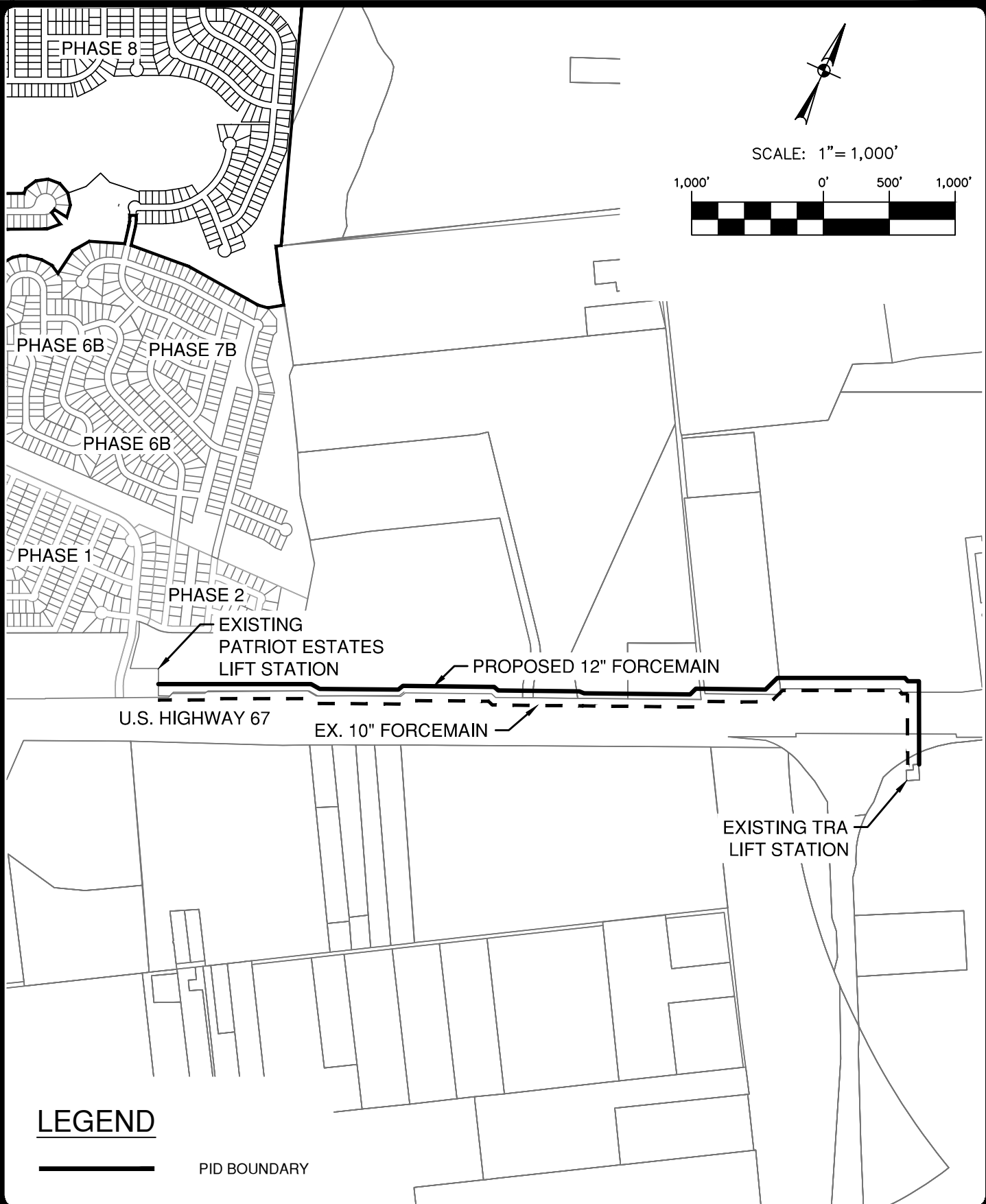
CODY JOHNSON
s.t.u.d.i.o



EXHIBIT H

WASTEWATER FACILITIES

[see attached]



LEGEND

 PID BOUNDARY

JOB NO. 70076
 DATE OCTOBER 2020
 DESIGNER _____
 CHECKED _____ DRAWN _____
 SHEET _____

PATRIOT ESTATES PID **VENUS, TEXAS** **SANITARY SEWER EXHIBIT**

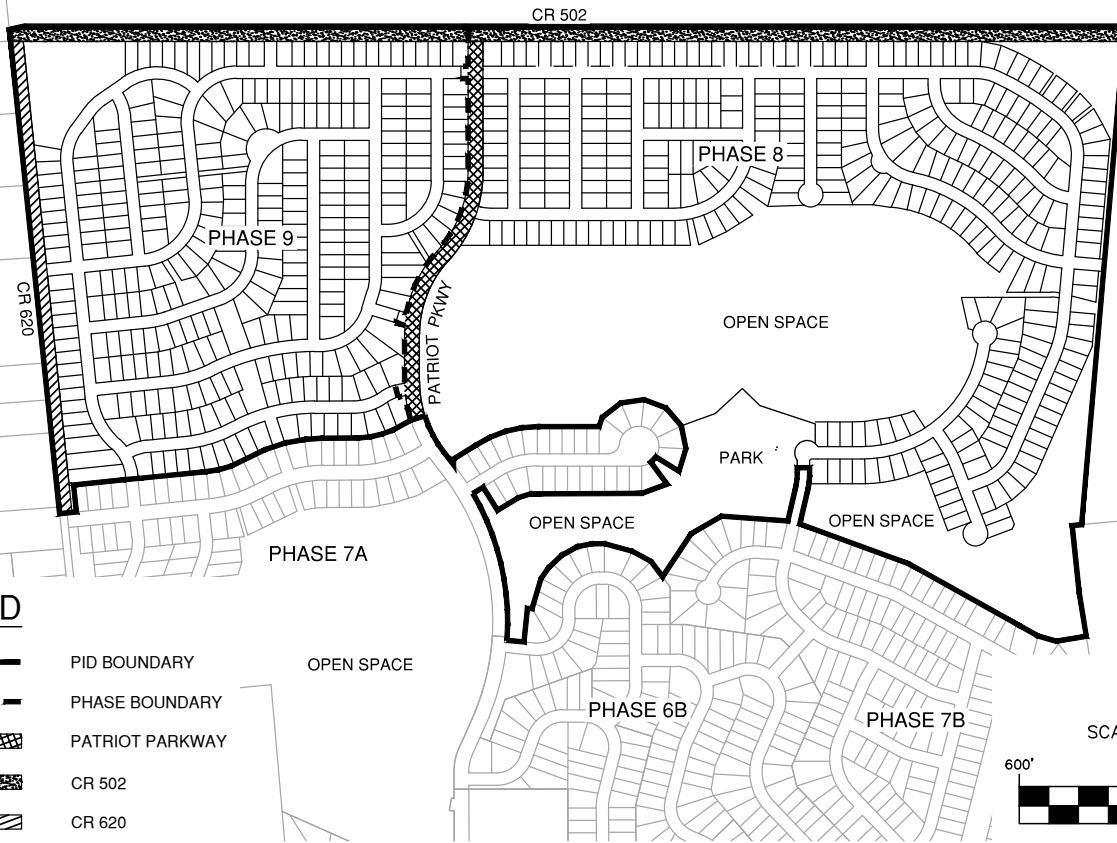
 PAPE-DAWSON ENGINEERS
 DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
 5810 TENNYSON PARKWAY, STE 425 | PLANO, TX 75024 | 214.420.8494
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10194390

Date: Oct 02, 2020, 5:21pm User ID: ocanipe
 File: W:\Projects\70076\04\2.0 Design\2.4 Civil\2.4.4 Exhibits\PID\201002 Sanitary Sewer.dwg

EXHIBIT I

ROADWAY FACILITIES

[see attached]



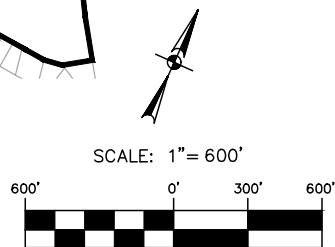
LEGEND

	PID BOUNDARY
	PHASE BOUNDARY
	PATRIOT PARKWAY
	CR 502
	CR 620

PATRIOT ESTATES PID

VENUS, TEXAS

ROW AND ROADWAY IMPROVEMENTS EXHIBIT



JOB NO. 70076
 DATE OCTOBER 2020
 DESIGNER
 CHECKED DRAWN
 SHEET

PAPE-DAWSON ENGINEERS
 DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
 5810 TENNYSON PARKWAY, STE 425 | PLANO, TX 75094 | 214.420.8494
 TPE FIRM REGISTRATION #470 | TPELS FIRM REGISTRATION #10194350

EXHIBIT J

WATER FACILITIES

[see attached]

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement"), effective as of the ____ day of November, 2020, (the "Effective Date"), is made and entered into by and between the **CITY OF VENUS, TEXAS**, a general law municipality organized and operating pursuant to its ordinances and the laws of the State of Texas (the "City"), and **LGI HOMES-TEXAS, LLC, a Texas limited liability company** (the "Owner").

WHEREAS, the Owner owns approximately 181.9 acres of property situated in Johnson County ("County"), that the Owner desires to develop, which land is shown on **Exhibit A** and as more particularly described in **Exhibit B** attached hereto and incorporated herein, which property consists of Phases 8 and 9 of the Patriot Estates master planned community (the "Property"); and

WHEREAS, the City and Owner desire for the Property to be developed in a high quality manner that creates a benefit for all residents in the City; and

WHEREAS, the Parties desire to negotiate and to enter into an agreement (the "PID Development Agreement") in order to facilitate the development of the Property in a manner that benefits both the Developer and the City, inclusive of creating a public improvement district ("PID") over the Property; and

WHEREAS, the negotiation of the PID Development Agreement will require the City to expend resources for various consultants to successfully assist with the negotiation process; and

WHEREAS, the Owner and the City agree that a process to reach consensus on a PID Development Agreement require both parties to work together on a variety of Major Topics as outlined in **Exhibit D**; and

WHEREAS, these Major Topics should be organized into a sequential process; and

WHEREAS, the Owner and City agree that this process shall be defined and carried out in a sequential order as described in **Exhibit D** in order to maintain an orderly and cost-effective process for both parties; and

WHEREAS, the Owner hereby agrees to pay for Professional Services provided by the consultants listed on **Exhibit C** and by additional consultants as set forth herein (collectively, the "Consultants"), as contemplated in the PID Development Agreement, and/or as approved in writing by the Owner; and

WHEREAS, the City Council of the City, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interests of the City are carried out.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the City and the Owner (collectively “Parties” and each individually a “Party”) agree as follows:

1. Recitals. That the representations, covenants, and recitations set forth in the foregoing are material to this Agreement and are incorporated into and made a part of this Agreement.

2. Exhibits. All Exhibits referenced in this Agreement, and listed below, are incorporated herein for all purposes; specifically:

Exhibit A – Property Description and Map

Exhibit B – Legal Description

Exhibit C – City Consultants

Exhibit D – Major Topics – Agreed Sequential Process

3. Payment for Professional Services. The Owner shall be responsible for reimbursing the City for the payment of invoices for Professional Services relating to the provision of services for negotiation and drafting of the documents and agreements necessary to facilitate development of the Property and to create the PID.

- (a) Deposits – Initial Payment and Replenishment. Within five (5) business days after the execution of this Agreement, the Owner shall deliver to the City funds in the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000) to be used as a deposit towards the payment of total costs incurred for Professional Services for City Consultants to be used solely to pay for Professional Services (“Initial Payment”). Owner shall pay and subsequently replenish such Initial Payment to the full amounts specified below by submitting the required funds to City within ten (10) business days of written notice from City that the balance in the deposit account has decreased by ninety (90) percent or more of the Initial Payment set forth herein. The parties understand and agree that if Owner fails to pay and/or make replenishment payment(s) in accordance with the requirements of this Section, all work by City Consultants shall cease until such time as Owner deposits funds sufficient to comply with its obligations under this Section.
- (b) Limitations on Use of Funds. Owner and City agree that Exhibit D shall limit and govern the use of funds to “Professional Services” needed in the sequences defined. Said sequence of processes is agreed to be commenced by execution of this Agreement.
- (b) Segregated Accounts. The Initial Payment shall be placed in a segregated account of the City. The City shall provide to the Owner, upon request, a monthly statement identifying all disbursements from the account.
- (c) Invoice Frequency. The City Consultants will invoice the City approximately every thirty (30) days with a detailed billing statement of all Professional Services

rendered in accordance with this Agreement, including invoices for Professional Services rendered prior to the Effective Date. Within ten (10) days after receipt of each invoice from a City Consultant, the City shall forward such invoice to the Owner before it is paid. The City shall be entitled to redact any information covered by the attorney/client privilege. The Owner shall have ten (10) days during which to review each invoice and to make objections. If the Owner objects to any portion of an invoice, the City, the Owner and the Consultant shall attempt to resolve the dispute within a reasonable period of time; however, if notwithstanding their collective good faith efforts the dispute cannot be timely resolved, the City may pay such invoice, including any disputed amounts, within thirty (30) days from the date of the invoice using the funds paid by the Owner to the City pursuant to this Agreement.

4. Effect of Agreement. This Agreement shall not: (a) confer upon the Owner any vested rights or development rights with respect to the Property, and more specifically, this Agreement does not constitute a permit under Chapter 245 of the Texas Local Government Code.; (b) bind or obligate the City to approve any documents or agreements related to the development of the Property including, but not limited to, any zoning rights; or (c) be considered an impact fee.

5. Releases and INDEMNITIES.

(a) Nothing in this Agreement, the Agreement itself, and the dealing between the Parties shall be considered an impact fee. The Owner and its related entities fully and forever release and discharge the City, its past and present employees, officers, council members, appointed officials, attorneys and other City representatives, including the City Consultants, from any and all claims, demands, controversies, and causes of action of every conceivable character, past and current, without limitation, arising out of this Agreement, including for breach of contract, claims under Local Government Code sections 271.151-271.160, claims for takings, exactions, negligence, and claims under any local, state, or federal statute or code (including under Chapter 395, Texas Local Government Code and the Private Real Property Rights Preservation Act, and Chapter 2007, Texas Government Code, including that the City's execution or performance of this Agreement or any authorized amendment or supplements hereto may constitute, either now or in the past, a "Taking" of Owner's "Private Real property," as such terms are defined in the Private Real Property Rights Preservation Act)(collectively "Claims"). Any past or current Claims against the City, the City Consultants and their respective employees and agents which are not specifically released above are hereby assigned in full to the City.

(b) The City forever releases and discharges the Owner from and against any and all past and current Claims.

(c) The City represents and warrants to the Owner that it has no knowledge of any claims, demands, controversies or causes of action against the Owner arising through the Effective Date. The Owner represents and warrants to the City that it has no knowledge of any claims, demands, controversies, or causes of action against the City, its past and present employees, officers, attorneys and other representatives,

arising through the Effective Date. The Owner represents and warrants that no prior owners, developers, or entities have assigned, transferred or conveyed any claim or cause of action to the Owner involving the City.

(d) THE OWNER AND ITS RELATED ENTITIES, JOINTLY AND SEVERALLY, ASSUME THE ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS, COMMISSION MEMBERS, APPOINTED OFFICIALS, ATTORNEYS, CONSULTANTS, AND OTHER CITY REPRESENTATIVES, FROM ANY AND ALL "CLAIMS" (AS DEFINED IN SECTION 5(a) OF THIS AGREEMENT) ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, AS AMENDED, INCLUDING ARISING FROM OR IN CONNECTION WITH THE PROFESSIONAL SERVICES) BY THE OWNER AND ITS RELATED ENTITIES. THIS INDEMNITY WITH RESPECT TO "CLAIMS" IS STRICTLY LIMITED AS DEFINED IN SECTION 5(a) OF THIS AGREEMENT; HOWEVER, WITHIN THE LIMITED SCOPE OF SUCH DEFINITION, THE TERM "CLAIMS" IS TO BE CONSTRUED AS BROADLY AS POSSIBLE TO INCLUDE ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, CAUSES OF ACTION, DEMANDS, LOSSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CAUSES OF ACTION OR DAMAGES SOUNDING IN TORT, PERSONAL INJURIES, CONTRACT DAMAGES, ECONOMIC DAMAGES, PUNITIVE DAMAGES, STRICT LIABILITY, COMMON LAW NEGLIGENCE AND GROSS NEGLIGENCE, INTENTIONAL TORTS, FEDERAL AND STATE STATUTORY AND COMMON LAW, CLAIMS UNDER THE TEXAS TORT CLAIMS ACT, EMPLOYMENT DISPUTES, FEDERAL AND STATE CIVIL RIGHTS, CLAIMS FOUNDED IN CONTRACT OR QUASI-CONTRACT, BREACH OF WARRANTY, CLAIMS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AND ANY AND ALL CLAIMS CAUSES OF ACTION OR DEMANDS WHEREBY ANY LOSS IS SOUGHT AND/ OR INCURRED AND/ OR PAYABLE BY CITY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND/ OR INSURERS OR RISK POOLS. THIS PROVISION IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES THAT IT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER. THE OWNER HAS CAREFULLY READ, FULLY UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PROVISION, AND THE INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE OWNER HAS FULL AUTHORITY TO BIND THE OWNER TO THIS AGREEMENT AND THIS INDEMNITY PROVISION. IT IS FURTHER RECOGNIZED AND AGREED, THAT SHOULD ANY PARTICULAR PORTION OR PROVISION OF THIS INDEMNITY PROVISION BE HELD INVALID, VOID AND/ OR UNENFORCEABLE, IT SHALL NOT EFFECT

THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THIS PROVISION.

6. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing at least five (5) business days' written notice of termination. Termination of this Agreement shall be the sole and exclusive remedy of the City or the Owner, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. The City shall be entitled to pay City Consultants for all Professional Services incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly refunded to the Owner. Notwithstanding any other provision of this Agreement to the contrary, the obligation to repay such excess funds to the Owner in the event of a termination shall survive any termination of this Agreement, and the Owner does not release or discharge its right to such excess funds.

7. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the provision of Professional Services in connection with the negotiation and drafting of documents and necessary legislative actions to develop the Property in accordance with the terms of the PID Development Agreement, as amended, in a manner that benefits the City and the Owner.

8. Amendment. This Agreement may only be amended by written instrument signed by the Owner and the City.

9. Successors and Assigns. Neither the City nor the Owner may assign or transfer their interest in the Agreement without prior written consent of the other Party.

10. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in writing.

OWNER:

LGI Homes-Texas, LLC
1450 Lake Robbins Drive Suite 430
The Woodlands, Texas 77380
Attention: Kennon Masters
Phone: (281) 362-8998
Fax: (281) 210-2601
Email: kmasters@lgihomes.com

With a copy to:

Sanford Kuhl Hagan Kugle Parker Kahn LLP
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056
Attn: Julianne B. Kugle
Phone: 713-850-9000
Email: kugle@sklaw.us

CITY:

City of Venus, Texas
Development Office
105 East US Highway 67
Venus, Texas 76084
Phone: [972-366-3348](tel:972-366-3348)

With a copy to:

City Attorney
Messer, Fort & McDonald, LLP
6371 Preston Road
Suite 200
Frisco, Texas 75034
972-668-6400 (telephone)
timothy@txmunicipallaw.com

11. Non-Recordation. This Agreement shall not be recorded. If the City files this Agreement of record, this Agreement shall automatically terminate as of the date of recordation, and no notice of termination shall be required by the Owner. If the Owner files this Agreement of record, the Agreement shall automatically terminate five (5) business days following receipt by the City of a filed-stamped copy of the recorded Agreement. Each Party shall deliver a file-stamped copy of the recorded Agreement within one (1) business day of recordation.

12. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.

13. Applicable Law. This Agreement is made, and shall be construed in accordance with the laws of the State of Texas and venue shall lie in only Johnson County, Texas.

14. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

16. Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with all applicable City ordinances and state law. The Owner hereby certifies, represents, and warrants that the individual executing this Agreement on behalf of the Owner is duly authorized and has full authority to execute this Agreement and bind the Owner to the same.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

CITY OF VENUS, TEXAS

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

LGI HOMES-TEXAS, LLC.,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____ of LGI Homes-Texas, LLC, on behalf of said limited liability company.

Notary Public, State of Texas

[Notary Seal]

EXHIBIT A
PROPERTY DESCRIPTION AND MAP

SWEENEY FIVE
FAMILY LIMITED
C.C.# 201600025250
D.R.J.C.T.

P.O.B.
FOUND 1/2" IRON
PIPE (C.M.)

EDWIN JAMES ROGERS
VOL. 867, PG. 368
D.R.J.C.T.

JOE W. GORE &
HELLEN M. GORE
VOL. 4437, PG. 539
D.R.J.C.T.

JOE W. GORE &
HELLEN M. GORE
VOL. 4437, PG. 536
D.R.J.C.T.

TUSIN ROPO
C.C.# 201700014250
D.R.J.C.T.

T.J.&G. TRUST
C.C.# 201500005193, D.R.J.C.T.

DONALD E. BRANDT
VOL. 3717, PG. 533, D.R.J.C.T.

ANGEL CERVANTES
et ux. LOYOLA NOHEMI
C.C.# 201900013499, D.R.J.C.T.

WELDON FOWLER AND
WIFE, MARY JO FOWLER
VOL. 1139, PG. 520, D.R.J.C.T.

COUNTY ROAD 620

LEGEND:

D.R.J.C.T.
M.R.J.C.T.
D.R.E.C.T.
P.R.E.C.T.
O.P.R.E.C.T.

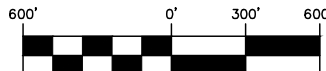
C.C.#
INST. NO.
VOL./PG.
P.O.B.
(C.M.)

DEED RECORDS OF JOHNSON COUNTY, TEXAS
MAP RECORDS OF JOHNSON COUNTY, TEXAS
DEED RECORDS OF ELLIS COUNTY, TEXAS
PLAT RECORDS OF ELLIS COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF ELLIS
COUNTY, TEXAS
COUNTY CLERK NUMBER
INSTRUMENT NUMBER
VOLUME/PAGE
POINT OF BEGINNING
CONTROLLING MONUMENT
FOUND 1/2" IRON ROD WITH YELLOW
PLASTIC CAP STAMPED "PAPE DAWSON" (C.M.)
OR AS NOTED

NOTES:

- THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 70076-07 BY PAPE-DAWSON ENGINEERS, INC.
- THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE (4202) FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

SCALE: 1"= 600'



JAMES NEAL RATJEN
CC# 2012-26910
D.R.J.C.T.

FOUND 1/2" IRON ROD WITH
YELLOW CAP "DEAN 5143"
BEARS S84°33'46"W - 0.27'

N65°38'10"E 4445.44'

COUNTY ROAD 502

REMAINDER OF TRACT 1
LGI HOMES - TEXAS, LLC
CC# 2014-17418, D.R.J.C.T.
VOL. 2783, PG. 1873, D.R.E.C.T.

FOUND 5/8" IRON
ROD WITH CAP
"JACOBS" (C.M.)

JOHNSON COUNTY

PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT AREA ± 192.4 ACRES

PHASE 8
RADFORD BERRY SURVEY
ABSTRACT NO. 26

DAVID RODNEY BOMER
CC# 2019-28179
D.R.J.C.T.
INST. NO. 1930321
O.P.R.E.C.T.

RADFORD BERRY
SURVEY
ABSTRACT NO. 42

FOUND 1/2" IRON
PIPE (C.M.)
FOUND 1/2" IRON
PIPE (C.M.)
FOUND 1/2" IRON
ROD (C.M.)

PAUL GONZALES
VOL. 662, PG. 858
D.R.E.C.T.

ELLIS COUNTY

PATRIOT ESTATES

PUBLIC IMPROVEMENT DISTRICT AREA

JOHNSON COUNTY & ELLIS COUNTY, CITY OF VENUS, TEXAS

**PAPE-DAWSON
ENGINEERS**

DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PARKWAY, STE 425 | PLANO, TX 75024 | 214.430.8464
TDE FIRM REGISTRATION #470 | TDEPLS FIRM REGISTRATION #10194390

EXHIBIT B
LEGAL DESCRIPTION

**PATRIOT ESTATES
PUBLIC IMPROVEMENT DISTRICT AREA
METES & BOUNDS DESCRIPTION**

BEING a tract of land, situated in Radford Berry Survey, Abstract Number 26, and Radford Berry Survey, Abstract Number 42, City of Venus, Johnson County and Ellis County, Texas, and being the remainder of Tract 1 as described in a Special Warranty Deed to LGI Homes – Texas, LLC recorded in County Clerk Number 2014-17418 of the Deed Records of Johnson County, Texas (D.R.J.C.T.) and in Volume 2783, Page 1873 of the Deed Records of Ellis County, Texas (D.R.E.C.T.), and being all of Common Area – HOA Open Space Lot 32, Block 15 of Amended Patriot Estates Phase 7A, an addition to the City of Venus, Johnson County, Texas recorded in Volume 11, Page 915, Drawer K of the Map Records of Johnson County, Texas (M.R.J.C.T.) as described in Deed Without Warranty to the Owners Association of Patriot Estates in Instrument Number 2020-10730, (D.R.J.C.T.), and being more particularly described by metes and bounds as follows;

BEGINNING at a found 1/2" iron pipe (controlling monument) at the northwest corner of said Tract 1 and the southwest corner of a tract of land described in a Special Warranty Deed with Vendor's Lien to James Neal Ratjen recorded in County Clerk Number 2012-26910 (D.R.J.C.T.);

THENCE: Along the north line of said Tract 1 and the south line of said Ratjen tract, along County Road 502 (right of way width unknown, record deed not found) the following bearings and distances;

N 53°40'52" E, a distance of 61.46 feet to a found 1/2" iron rod (controlling monument);

N 65°38'10" E, a distance of 4,445.44 feet to the northeast corner of said Tract 1 and a re-entrant corner on the south line of said Ratjen tract, from which a found 1/2" iron rod with yellow cap stamped "DEAN 5143" bears S 84°33'46" W, a distance of 0.27 feet;

THENCE: Over and across County Road 502, S 24°21'50" E, along the east line of said Tract 1 and the south line of said Ratjen tract, a distance of 60.02 feet to a found 5/8" iron rod with cap stamped "JACOBS" (controlling monument) at the northwest corner of a tract of land described in a Texas Warranty Deed with Vendor's Lien to David Rodney Bomer recorded in County Clerk Number 2019-28179 (D.R.J.C.T.) and in Instrument Number 1930321 of the Official Public Records of Ellis County, Texas (O.P.R.E.C.T.);

THENCE: S 19°22'44" E, along the east line of said Tract 1 and the west line of said Bomer tract, a distance of 1,960.47 feet to a found 1/2" iron pipe (controlling monument) at the southwest corner of said Bomer tract, same point being on the east line of said Tract 1 and on the north line of a tract of land described in a Deed to Paul Gonzales recorded in Volume 662, Page 858 (D.R.E.C.T.);

THENCE: S 60°21'25" W, along the east line of said Tract 1 and the north line of said Gonzales tract, a distance of 38.30 feet to a found 1/2" iron pipe (controlling monument) at the northwest corner of said Gonzales tract and being a re-entrant corner on the east line of said Tract 1;

THENCE: Along the east line of said Tract 1 and the west line of said Gonzales tract, the following bearings and distances;

S 30°24'10" E, a distance of 270.50 feet to a found 1/2" iron rod (controlling monument);

S 33°29'50" E, a distance of 181.32 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) for the northeast corner of Patriot Estates Phase 7B, an addition to the City of Venus, Johnson County and Ellis County, Texas recorded in Instrument Number 43, Year 2020, Drawer K of the Map Records of Johnson County, Texas (M.R.J.C.T.) and in Cabinet K, Slides 49-51 of the Plat Records of Ellis County, Texas (P.R.E.C.T.);

THENCE: Along the north line of said Patriot Estates Phase 7B, the following bearings and distances;

S 56°30'10" W, a distance of 122.94 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 81°25'25" W, a distance of 76.21 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 85°10'41" W, a distance of 597.85 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 85°45'58" W, a distance of 470.09 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 11°15'35" W, a distance of 146.08 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a tangent curve to the left having a radius of 225.00 feet, a central angle of $13^{\circ}06'09''$, a chord bearing and distance of $N 17^{\circ}48'39'' W$ - 51.34 feet, with an arc length of 51.45 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

$N 24^{\circ}21'44'' W$, a distance of 33.89 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

$S 65^{\circ}38'16'' W$, a distance of 50.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) on the common line of Amended Patriot Estates Phase 7A, an addition to the City of Venus, Johnson County, Texas recorded in Volume 11, Page 915, Drawer K (M.R.J.C.T.) and said Patriot Estates Phase 7B;

THENCE: Along the common lines of said Patriot Estates Phase 7A, and said Patriot Estates Phase 7B, the following the bearings and distances;

$S 24^{\circ}21'44'' E$, a distance of 33.89 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a tangent curve to the right having a radius of 175.00 feet, a central angle of $13^{\circ}06'09''$, a chord bearing and distance of $S 17^{\circ}48'39'' E$ - 39.93 feet with an arc length of 40.02 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

$S 11^{\circ}15'35'' E$, a distance of 145.29 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

$S 69^{\circ}41'06'' W$, a distance of 268.64 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

$S 35^{\circ}48'08'' W$, a distance of 141.93 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

$S 09^{\circ}17'01'' W$, a distance of 209.26 feet to a point on the north line of the final plat of Patriot Estates, Phase 6B, an addition to the City of Venus, Johnson County, Texas recorded in Volume 11, Page 459, Slide D-678(M.R.J.C.T.);

THENCE: Along the north line of said Patriot Estates, Phase 6B, same being the south line of said Patriot Estates Phase 7A, the following the bearings and distances;

N 60°49'22" W, a distance of 77.06 feet;

N 85°55'21" W, a distance of 86.44 feet;

S 80°45'44" W, a distance of 117.31 feet;

S 65°28'59" W, a distance of 52.92 feet;

S 53°16'55" W, a distance of 57.85 feet;

S 37°00'00" W, a distance of 72.23 feet;

S 22°00'00" W, a distance of 73.30 feet;

S 10°59'17" W, a distance of 52.57 feet;

S 08°00'00" E, a distance of 127.54 feet;

S 71°14'22" W, a distance of 19.22 feet;

S 18°45'38" E, a distance of 136.51 feet;

S 71°14'22" W, a distance of 69.78 feet to a point on the easterly right of way line of Patriot Parkway (60' wide right of way) as shown on the final plat of said Patriot Estates Phase 6B;

THENCE: Along the easterly right of way line of Patriot Parkway as shown on the final plats of Patriot Estates, Phase 6B and Patriot Estates, Phase 7A, also along a non-tangent curve to the left having a radius of 1030.12 feet, a central angle of 34°23'14", a chord bearing and distance of N 37°20'51" W - 609.01 feet, with an arc length of 618.25 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON";

THENCE: Departing the easterly right of way line of Patriot Parkway, and along the northwesterly line of Common Area/HOA open space Lot 32, Block 15 of said Patriot Estates Phase 7A the following bearings and distances.

N 34°04'05" E, a distance of 47.99 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 55°55'55" E, a distance of 110.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 34°04'05" E, a distance of 83.61 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 36°55'02" E, a distance of 16.40 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 48°28'51" E, a distance of 50.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 61°21'54" E, a distance of 23.99 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 65°32'05" E, a distance of 426.04 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 45°42'28" E, a distance of 108.69 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 60°45'42" W, a distance of 110.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a non-tangent curve to the left having a radius of 80.00 feet, a central angle of 21°36'50", a chord bearing and distance of N 18°25'53" E - 30.00 feet, with an arc length of 30.18 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 82°22'32" E, a distance of 110.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 06°51'11" W, a distance of 95.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 35°48'29" W, a distance of 95.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) on the north line of said Patriot Estates Phase 7A;

THENCE: Departing the northwesterly line of said Common Area/HOA Open Space Lot 32, and along the north line of said Patriot Estates Phase 7A, the following the bearings and distances;

N 64°45'47" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 86°16'55" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 57°19'37" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 28°22'19" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 06°20'28" E, a distance of 39.89 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 65°32'05" W, a distance of 250.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 61°47'05" W, a distance of 65.43 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 53°04'47" W, a distance of 66.92 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 44°15'22" W, a distance of 66.92 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 36°08'25" W, a distance of 61.08 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 34°04'05" W, a distance of 108.86 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 24°28'09" E, a distance of 22.44 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 62°21'31" W, a distance of 61.51 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a tangent curve to the right having a radius of 470.00 feet, a central angle of 20°31'30", a chord bearing and distance of N 52°05'46" W - 167.47 feet, with an arc length of 168.37 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 48°09'59" W, a distance of 60.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 37°05'51" W, a distance of 79.62 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 44°21'28" W, a distance of 46.37 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 51°57'05" W, a distance of 48.98 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°41'16" W, a distance of 49.99 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 65°19'59" W, a distance of 150.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 61°16'27" W, a distance of 68.55 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 55°32'39" W, a distance of 80.93 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 47°27'18" W, a distance of 83.59 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 39°38'39" W, a distance of 155.72 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 50°18'27" W, a distance of 49.91 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 56°36'13" W, a distance of 50.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°56'42" W, a distance of 278.63 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 60°14'04" W, a distance of 50.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°42'38" W, a distance of 212.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

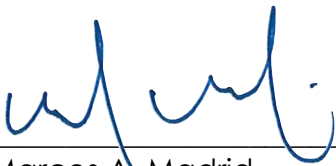
S 30°17'22" E, a distance of 109.39 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°56'42" W, a distance of 68.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) at the northwest corner of said Patriot Estates Phase 7A, same point being on County Road 620 and on the west line of said Tract 1;

THENCE: N 30°17'22" W, along said County Road 620 (right of way width unknown, record deed not found) and the west line of said Tract 1, a distance of 1,966.05 feet to the **POINT OF BEGINNING**, and **CONTAINING** 192.4 Acres or 8,381,959 Square Feet of land more or less, and being described in accordance with a survey made on ground and accompanied by an exhibit or survey map prepared under job number 70076-07 by Pape Dawson Engineers, Inc.

Bearings are based on the Texas Coordinate System established for the North Central Zone (4202) from the North American Datum 1983 NAD 83 (NA2011) epoch 2010.00.

For Pape Dawson Engineers, Inc.



Marcos A. Madrid
Registered Professional Land Surveyor
Texas Registration No. 6740
Firm Registration No. 10194390
Pape Dawson Engineers, Inc.
5810 Tennyson Parkway, Suite 425
Plano, Texas 75024
Tele. 214-420-8494
Email: mmadrid@pape-dawson.com



Certification Date: September 29, 2020

THIS SURVEY SHOULD BE CONSIDERED NULL AND VOID WITHOUT AN ORIGINAL, DATED, WET INK SIGNATURE AND AN ACCOMPANYING IMPRESSION SEAL OF THE REGISTERED PROFESSIONAL LAND SURVEYOR.

EXHIBIT C
CITY CONSULTANTS

City's Attorney	Billing Rate <u>\$300</u> per hour for attorney; <u>\$85</u> per hour for paralegals.
City Bond Attorney	McCall, Parkhurst & Horton L.L.P. ("Bond Counsel") shall charge a flat PID creation fee of \$35,000, which fee shall be due and payable prior to creation of any PID. Upon closing for each series of PID bonds, Bond Counsel shall be paid a fee equal to 2.5% of the principal amount thereof, which fee shall only be payable out of the proceeds of said PID bonds.
City Engineer	Billing Rate <u>\$200.00</u> per hour.

EXHIBIT D
Major Topics
Agreed Sequential Process

1. The Major Topics of the Development Agreement that the Owner and City have identified are as follows and agreed to be carried out in the following order:
 - i. Agreement on Creation of Public Improvement District (PID) on tract:
 1. General Terms of the Levy of Assessments
 - a. Development Agreement
 - b. Letter of Credit, if and as applicable
 - c. Reimbursement Agreement
 - d. Agreement to issue PID Revenue Bonds
 - e. Other
 - ii. This phase of the Process will involve all Professional Service Team members. Upon the commencement of (i)(d) above, City in its sole discretion may agree to weekly standing calls until Revenue Bonds are issued.



RESOLUTION NO. 34-2020-11

RESOLUTION AUTHORIZING THE CREATION OF PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING THE BOUNDARIES OF SAID DISTRICT, THE METHOD OF ASSESSMENT, AND THE APPORTIONMENT OF COSTS BETWEEN THE DISTRICT AND THE CITY, AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.

WHEREAS, the governing body (the "City Council") of the City of Venus, Texas (the "City"), is authorized by Chapter 372, Texas Local Government Code, as amended (the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City;

WHEREAS, on October 7, 2020, LGI Homes-Texas, LLC, a Texas limited liability company (the "Petitioner") submitted and filed with the municipal secretary of the City (the "City Secretary") a petition, a copy of which is on file with the City Secretary (the "Petition"), requesting the creation of the Patriot Estates Public Improvement District (the "District") consisting of approximately 192.4 contiguous acres within the corporate limits of the City, which property is described in the Petition and is the same property described by metes and bounds on the attached Exhibit A (the "Property");

WHEREAS, the Petition was signed by: (1) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment, as determined by the current roll of the appraisal district in which the property is located; and (2) the record owners of real property liable for assessment who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment;

WHEREAS, the Petition has been on file with the City Secretary and available for public inspection at all times after it was submitted and filed;

WHEREAS, the City Council has investigated and determined that the Petition complies with and is sufficient under the Act to create the District;

WHEREAS, the City Council has investigated and determined that the matters set forth in the Petition are true and correct;

WHEREAS, the City Council has investigated and determined that the public improvements described in the Petition and hereinafter defined (the "Authorized Improvements") are authorized by the Act, promote the interests of the City, and confer a special benefit on the Property;

WHEREAS, the City Council has investigated and determined that the District may be created without a preliminary financial report and without the appointment of an advisory body;

WHEREAS, on October 12, 2020, the City Council adopted a resolution calling a public hearing for the creation of the Patriot Estates Public Improvement District, (the "Public Hearing") to take public testimony on the feasibility and advisability of creating the District and the feasibility and advisability of the proposed Authorized Improvements and authorizing and directing the City Secretary to publish and mail notices of the Public Hearing as required by the Act;

WHEREAS, on or before October 25, 2020, the City Secretary caused notice of the Public Hearing to be published in a newspaper of general circulation in the area where the proposed District is located;

WHEREAS, on or before October 25, 2020, the City Secretary caused notice of the Public Hearing, addressed to "Property Owner," to be mailed to the owners of property subject to assessment under the proposed District;

WHEREAS, the City Council has investigated and determined that the published and mailed notices of the Public Hearing complied with the Act and were published and mailed before the 15th day before the date of the Public Hearing as required by the Act;

WHEREAS, after publishing, mailing, and otherwise providing all notices required by the Act and state law, the City Council, conducted the Public Hearing on November 9, 2020, at the time and place, and for the purposes, set forth in the notices;

WHEREAS, after all persons having an interest in the creation of the District were given an opportunity to be heard, the City Council closed the Public Hearing on November 9, 2020.

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

Section 1. The matters set forth in the "WHEREAS" recitals in this Resolution are true and correct, are fully incorporated as part of this Resolution for all purposes, and constitute findings of the City Council acting in its legislative capacity.

Section 2. The form and content of the Petition, the form, content, and timing of the notices of the Public Hearing, and the conduct of the Public Hearing were in compliance with all requirements of the Act and are hereby ratified and approved.

Section 3. The City Council, after considering the Petition, information provided by the City staff, and the evidence, information, and testimony presented at the Public Hearing, makes the following findings, each of which represents the exercise by the City Council of its legislative authority and discretion:

- (1) The creation of the District and the undertaking and financing of the Authorized Improvements promote the interests of the City;
- (2) The creation of the District and the undertaking and financing of the Authorized Improvements confer a special benefit on a definable part of the City identified herein as the Property;
- (3) The creation of the District and the undertaking and financing of the Authorized Improvements are advisable and feasible;
- (4) The proposed Authorized Improvements that are authorized by the Act to be undertaken and financed from time to time in phases are described as follows:
(a) sanitary sewer collection system improvements, water distribution system improvements, detention and drainage improvements, lift station and force main improvements, roadway improvements, utility improvements, park and recreational improvements, and other similar improvement projects, and the payment of expenses incurred in the establishment, administration, and operation of the District, including costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the District, if necessary (collectively, the “Authorized Improvements”).

The estimated cost of the proposed Authorized Improvements is \$6,977,464.

- (5) The boundaries of the proposed District include all of the property that is set forth and described in Exhibit A attached hereto and made a part hereof for all purposes.
- (6) The costs of the improvements shall be apportioned between the District and City such that all such costs are paid from the assessments levied on the property within the District and other sources available to the owners and developers of the property within the District. The City will not be obligated to provide any funds to finance the Authorized Improvements, except for assessments levied on real property within the District and possible tax reinvestment zone revenue. No municipal property in the District shall be assessed. All of the costs of the Authorized Improvements will be paid from assessments and from other sources of funds, if any, available to the Petitioner.

Section 4. The District is authorized, established, and created as a public improvement district under the Act.

Section 5. The District shall be known as the Patriot Estates Public Improvement District.

Section 6. The City Secretary is hereby authorized and directed to cause this Resolution to be published in a newspaper of general circulation within the City; whereupon the authorization of the District shall take effect, and is further authorized to file this Resolution in the Deed Records of Johnson and Ellis Counties, Texas.

Section 7. This Resolution has been approved by majority vote of all members of the City Council and constitutes the improvement order establishing and creating the District in accordance with the Act.

Section 8. This Resolution shall take effect immediately from and after its passage and publication as required by this Resolution and the Act.

PASSED AND APPROVED ON THIS THIS 9TH DAY OF NOVEMBER, 2020.

APPROVED:

James L. Burgess, Mayor

ATTEST:

Callie Green, City Secretary

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the _____ day of November, 2020, by James L. Burgess, Mayor of the City of Venus, Texas, a Texas general-law municipality, on behalf of said Texas municipality.

Notary Public, State of Texas

Exhibit A

Legal Description of Patriot Estates Public Improvement District

BEING a tract of land, situated in Radford Berry Survey, Abstract Number 26, and Radford Berry Survey, Abstract Number 42, City of Venus, Johnson County and Ellis County, Texas, and being the remainder of Tract 1 as described in a Special Warranty Deed to LGI Homes – Texas, LLC recorded in County Clerk Number 2014-17418 of the Deed Records of Johnson County, Texas (D.R.J.C.T.) and in Volume 2783, Page 1873 of the Deed Records of Ellis County, Texas (D.R.E.C.T.), and being all of Common Area – HOA Open Space Lot 32, Block 15 of Amended Patriot Estates Phase 7A, an addition to the City of Venus, Johnson County, Texas recorded in Volume 11, Page 915, Drawer K of the Map Records of Johnson County, Texas (M.R.J.C.T.) as described in Deed Without Warranty to the Owners Association of Patriot Estates in Instrument Number 2020-10730, (D.R.J.C.T.), and being more particularly described by metes and bounds as follows;

BEGINNING at a found 1/2" iron pipe (controlling monument) at the northwest corner of said Tract 1 and the southwest corner of a tract of land described in a Special Warranty Deed with Vendor's Lien to James Neal Ratjen recorded in County Clerk Number 2012-26910 (D.R.J.C.T.);

THENCE: Along the north line of said Tract 1 and the south line of said Ratjen tract, along County Road 502 (right of way width unknown, record deed not found) the following bearings and distances;

N 53°40'52" E, a distance of 61.46 feet to a found 1/2" iron rod (controlling monument);

N 65°38'10" E, a distance of 4,445.44 feet to the northeast corner of said Tract 1 and a re-entrant corner on the south line of said Ratjen tract, from which a found 1/2" iron rod with yellow cap stamped "DEAN 5143" bears S 84°33'46" W, a distance of 0.27 feet;

THENCE: Over and across County Road 502, S 24°21'50" E, along the east line of said Tract 1 and the south line of said Ratjen tract, a distance of 60.02 feet to a found 5/8" iron rod with cap stamped "JACOBS" (controlling monument) at the northwest corner of a tract of land described in a Texas Warranty Deed with Vendor's Lien to David Rodney Bomer recorded in County Clerk Number 2019-28179 (D.R.J.C.T.) and in Instrument Number 1930321 of the Official Public Records of Ellis County, Texas (O.P.R.E.C.T.);

THENCE: S 19°22'44" E, along the east line of said Tract 1 and the west line of said Bomer tract, a distance of 1,960.47 feet to a found 1/2" iron pipe (controlling monument) at the southwest corner of said Bomer tract, same point being on the east line of said Tract 1 and on the north line of a tract of land described in a Deed to Paul Gonzales recorded in Volume 662, Page 858 (D.R.E.C.T.);

THENCE: S 60°21'25" W, along the east line of said Tract 1 and the north line of said Gonzales tract, a distance of 38.30 feet to a found 1/2" iron pipe (controlling monument) at the northwest corner of said Gonzales tract and being a re-entrant corner on the east line of said Tract 1;

THENCE: Along the east line of said Tract 1 and the west line of said Gonzales tract, the following bearings and distances;

S 30°24'10" E, a distance of 270.50 feet to a found 1/2" iron rod (controlling monument);

S 33°29'50" E, a distance of 181.32 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) for the northeast corner of Patriot Estates Phase 7B, an addition to the City of Venus, Johnson County and Ellis County, Texas recorded in Instrument Number 43, Year 2020, Drawer K of the Map Records of Johnson County, Texas (M.R.J.C.T.) and in Cabinet K, Slides 49-51 of the Plat Records of Ellis County, Texas (P.R.E.C.T.);

THENCE: Along the north line of said Patriot Estates Phase 7B, the following bearings and distances;

S 56°30'10" W, a distance of 122.94 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 81°25'25" W, a distance of 76.21 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 85°10'41" W, a distance of 597.85 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 85°45'58" W, a distance of 470.09 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 11°15'35" W, a distance of 146.08 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a tangent curve to the left having a radius of 225.00 feet, a central angle of 13°06'09", a chord bearing and distance of N 17°48'39" W - 51.34 feet, with an arc length of 51.45 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 24°21'44" W, a distance of 33.89 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 65°38'16" W, a distance of 50.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) on the common line of Amended Patriot Estates Phase 7A, an addition to the City of Venus, Johnson

County, Texas recorded in Volume 11, Page 915, Drawer K (M.R.J.C.T.) and said Patriot Estates Phase 7B;

THENCE: Along the common lines of said Patriot Estates Phase 7A, and said Patriot Estates Phase 7B, the following the bearings and distances;

S 24°21'44" E, a distance of 33.89 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a tangent curve to the right having a radius of 175.00 feet, a central angle of 13°06'09", a chord bearing and distance of S 17°48'39" E - 39.93 feet with an arc length of 40.02 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 11°15'35" E, a distance of 145.29 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 69°41'06" W, a distance of 268.64 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 35°48'08" W, a distance of 141.93 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 09°17'01" W, a distance of 209.26 feet to a point on the north line of the final plat of Patriot Estates, Phase 6B, an addition to the City of Venus, Johnson County, Texas recorded in Volume 11, Page 459, Slide D-678(M.R.J.C.T.);

THENCE: Along the north line of said Patriot Estates, Phase 6B, same being the south line of said Patriot Estates Phase 7A, the following the bearings and distances;
N 60°49'22" W, a distance of 77.06 feet;

N 85°55'21" W, a distance of 86.44 feet;

S 80°45'44" W, a distance of 117.31 feet;

S 65°28'59" W, a distance of 52.92 feet;

S 53°16'55" W, a distance of 57.85 feet;

S 37°00'00" W, a distance of 72.23 feet;

S 22°00'00" W, a distance of 73.30 feet;

S 10°59'17" W, a distance of 52.57 feet;

S 08°00'00" E, a distance of 127.54 feet;

S 71°14'22" W, a distance of 19.22 feet;

S 18°45'38" E, a distance of 136.51 feet;

S 71°14'22" W, a distance of 69.78 feet to a point on the easterly right of way line of Patriot Parkway (60' wide right of way) as shown on the final plat of said Patriot Estates Phase 6B;

THENCE: Along the easterly right of way line of Patriot Parkway as shown on the final plats of Patriot Estates, Phase 6B and Patriot Estates, Phase 7A, also along a non-tangent curve to the left having a radius of 1030.12 feet, a central angle of 34°23'14", a chord bearing and distance of N 37°20'51" W - 609.01 feet, with an arc length of 618.25 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON";

THENCE: Departing the easterly right of way line of Patriot Parkway, and along the northwesterly line of Common Area/HOA open space Lot 32, Block 15 of said Patriot Estates Phase 7A the following bearings and distances.

N 34°04'05" E, a distance of 47.99 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 55°55'55" E, a distance of 110.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 34°04'05" E, a distance of 83.61 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 36°55'02" E, a distance of 16.40 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 48°28'51" E, a distance of 50.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 61°21'54" E, a distance of 23.99 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 65°32'05" E, a distance of 426.04 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 45°42'28" E, a distance of 108.69 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 60°45'42" W, a distance of 110.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a non-tangent curve to the left having a radius of 80.00 feet, a central angle of 21°36'50", a chord bearing and distance of N 18°25'53" E - 30.00 feet, with an arc

length of 30.18 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 82°22'32" E, a distance of 110.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 06°51'11" W, a distance of 95.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 35°48'29" W, a distance of 95.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) on the north line of said Patriot Estates Phase 7A;

THENCE: Departing the northwesterly line of said Common Area/HOA Open Space Lot 32, and along the north line of said Patriot Estates Phase 7A, the following the bearings and distances;

N 64°45'47" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 86°16'55" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 57°19'37" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 28°22'19" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 06°20'28" E, a distance of 39.89 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 65°32'05" W, a distance of 250.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 61°47'05" W, a distance of 65.43 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 53°04'47" W, a distance of 66.92 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 44°15'22" W, a distance of 66.92 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 36°08'25" W, a distance of 61.08 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 34°04'05" W, a distance of 108.86 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 24°28'09" E, a distance of 22.44 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 62°21'31" W, a distance of 61.51 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a tangent curve to the right having a radius of 470.00 feet, a central angle of 20°31'30", a chord bearing and distance of N 52°05'46" W - 167.47 feet, with an arc length of 168.37 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 48°09'59" W, a distance of 60.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 37°05'51" W, a distance of 79.62 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 44°21'28" W, a distance of 46.37 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 51°57'05" W, a distance of 48.98 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°41'16" W, a distance of 49.99 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 65°19'59" W, a distance of 150.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 61°16'27" W, a distance of 68.55 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 55°32'39" W, a distance of 80.93 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 47°27'18" W, a distance of 83.59 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 39°38'39" W, a distance of 155.72 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 50°18'27" W, a distance of 49.91 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 56°36'13" W, a distance of 50.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°56'42" W, a distance of 278.63 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 60°14'04" W, a distance of 50.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°42'38" W, a distance of 212.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

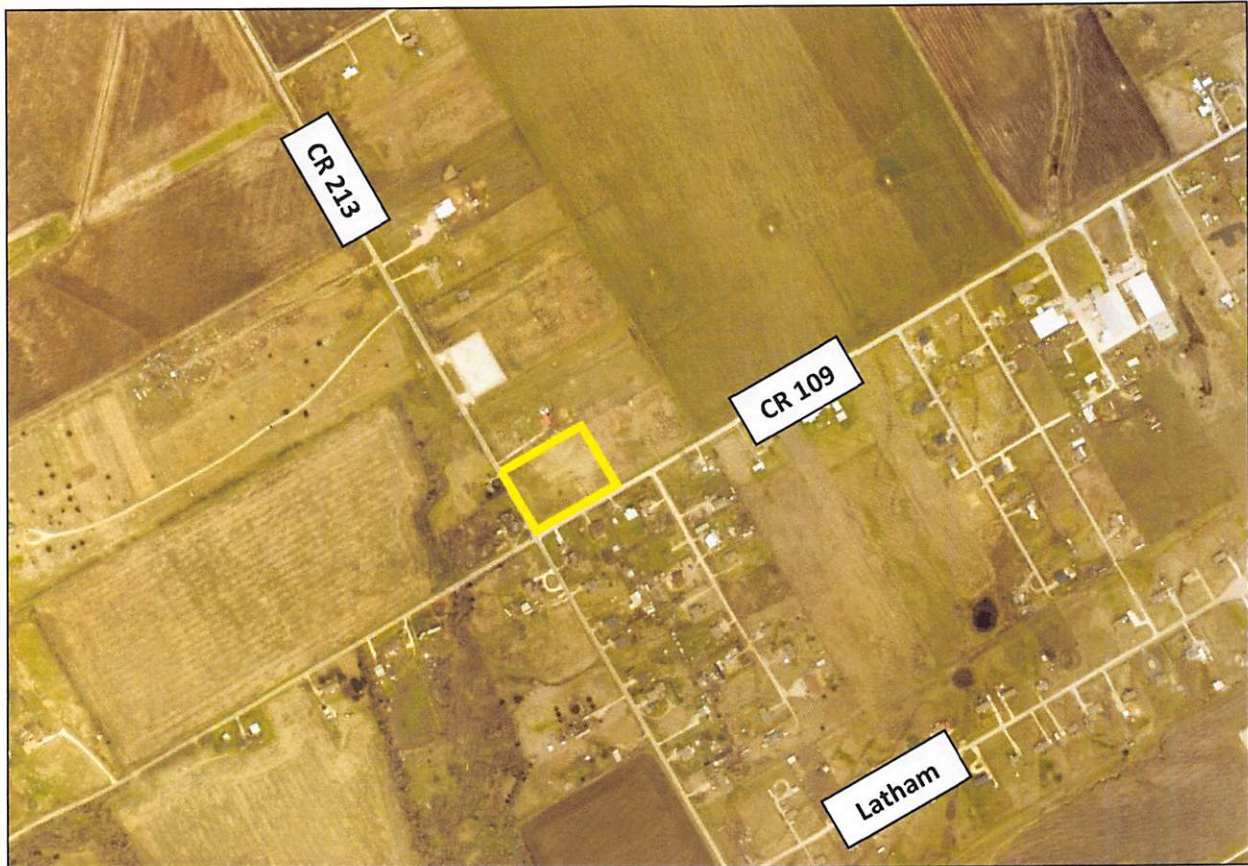
S 30°17'22" E, a distance of 109.39 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°56'42" W, a distance of 68.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) at the northwest corner of said Patriot Estates Phase 7A, same point being on County Road 620 and on the west line of said Tract 1;

THENCE: N 30°17'22" W, along said County Road 620 (right of way width unknown, record deed not found) and the west line of said Tract 1, a distance of 1,966.05 feet to the **POINT OF BEGINNING**, and **CONTAINING** 192.4 Acres or 8,381,959 Square Feet of land more or less, and being described in accordance with a survey made on ground and accompanied by an exhibit or survey map prepared under job number **70076-07** by Pape Dawson Engineers, Inc.

Bearings are based on the Texas Coordinate System established for the North Central Zone (4202) from the North American Datum 1983 NAD 83 (NA2011) epoch 2010.00.

Re-Zoning Application
John Allen
940 West County Road 109
P&Z Case #2020-10-002



Property Description: Johnson County, in the city limits of Venus
GEO ID 126.4474.01080
Approx 3.5 acre tract of land, at 940 W. CR 109, in Plainview Acres Phase III subdivision, generally located at the northeast corner of CR 109 and CR 213.

Current Zoning: Single Family Residential, Large Lot (R-1L); rural 3+ acres for one-family dwelling.

Proposed Zoning: Planned Development (PD)

Proposed Land Use: Multi-family dwelling or multiple dwellings.

Compliance with Comprehensive Plan: Does not comply with current zoning ordinance or map.

Discussion: Owner has not offered compelling justification to alter the very specific intent of a rural, very low-density atmosphere of this subdivision.

Staff: **Does not** recommend Council to:
a. amend the comprehensive plan, or
b. amend the Zoning Ordinance and Map
to rezone this property from residential zoning district to restricted commercial district.

P&Z: ***Does not*** recommend Council to:
a. amend the comprehensive plan, or
b. amend the Zoning Ordinance and Map
to rezone this property from residential zoning district to
restricted commercial district.

By unanimous vote of 5-0 (2 absent)

Sec. 34-49. - R-1L Single-Family Residential, Large Lot District.

- (a) **Purpose.** The R-1L Single-Family Residential, Large Lot District is established to allow for larger lots with one-family dwelling structures per three or more acres lot. This district is intended to provide for residential lands to accommodate more rural settings and accessory yard uses. These lots shall be located in groups, blocks, or areas (there can be no single lot zoning in this district) where the accessory uses of the land do not either materially or in an obnoxious manner influence neighboring properties.
- (b) **Uses permitted.** The following uses shall be permitted:
- (1) One-family dwellings, detached.
 - (2) Agricultural uses, such as horse ranching and riding, but not including commercial dairies, commercial dog kennels, commercial hatcheries, and commercial mink, fox, or other fur-bearing animal farms and rat farms. Buildings and structures used for sheltering or feeding livestock shall be located not less than 25 feet from any adjoining lot in any residential district.
 - (3) Parks and playgrounds.
 - (4) Accessory uses, including but not limited to, the following:
 - a. Athletic field and playfields, noncommercial, including stadiums or grandstands.
 - b. Dwelling units and lodging rooms in detached buildings for persons regularly employed on the premises and the employees' immediate families.
- (c) **Conditional uses.** The following conditional uses may be allowed in an R-1L district subject to the provisions of section 34-11, and the distances specified in this subsection shall prevail unless they are modified by the board of adjustment in accordance with the provisions of section 34-11.
- (1) Public utility and public service uses as follows:
 - a. Electric substations.
 - b. Gas odorizing stations and gate stations.
 - c. Radio and television towers.
 - d. Satellite dishes.
 - e. Railroad rights-of-way, but not including railroad yards and shops, freight and service buildings, or rights-of-way for switch, lead, spur, or team tracks.
 - f. Telephone exchanges and transmission equipment buildings.
 - g. Privately owned water pumping stations and water reservoirs.
 - (2) Outdoor recreational premises, clubs, and grounds for swimming, tennis, boating, skiing, and other sports accessory clubhouses and maintenance buildings.
 - (3) Churches, parish houses, and convents.
 - (4) Public and private schools.
 - (5) This limited use zoning allows the following exceptions to other ordinances of the city:
 - a. Front building line: 50 feet.
 - b. Side building line: ten feet.
 - c. No out buildings in front of house.
 - d. Utility easements will be 15 feet.
 - e. No barbed wire fencing on the street side of a lot.

- f. The grass and weed regulations of the city shall apply to the area of the house and one acre, set aside as homestead, and the area between the homestead and the street. Cultivation of hay behind this reserved front area shall be permitted. (Height in excess of 36 inches shall be prima facie evidence that the grass and/or weeds are not being cultivated.)
- g. The animal regulations of the city shall apply in this zoning classification with the following exceptions:
 - 1. On a two-acre tract, one head of livestock may be kept (the term "livestock" means a horse or cow or one of each);
 - 2. One additional head of livestock may be added for each additional one acre;
 - 3. All livestock shall be pastured behind the house or the side of the house that faces the street in front of the lot, as determined by the front building line. Key lots may have two front building lines;
 - 4. No barn shall be within 75 feet of the main structure; and
 - 5. Livestock shall always be maintained in a clean environment.
- h. Driveways are to be concrete unless they are longer than 75 feet. [For driveways] longer than 75 feet, the owner may opt to concrete only the first 40 feet from the public road, and the remainder may be asphalt or approved road base and gravel.
- (d) *Area, yard, height, and lot coverage requirements.* The requirements regulating the minimum lot size, minimum yard sizes (front, side, and rear), maximum building height (stories and feet), and maximum percent of lot coverage by buildings, as pertains to this district, shall conform with the provisions of section 34-62, [entitled] "Schedule of District Regulations," and other applicable provisions of section 34-62, [entitled] "Schedule of District Regulations."
- (e) *Automobile parking space regulations.* For automobile parking requirements, see article IV of this chapter.
- (f) *Landscaping.* For landscaping requirements, see article V of this chapter.

(Ord. No. 242-2001, § 10, 2-19-2001; Ord. No. 325-2007, § 1, 2-12-2007)



APPLICATION FOR ZONE CHANGE

SEE ALSO REVERSE SIDE

APPLICANT

Name: John Allen
Address: 1916 W. Pleasant Run Rd Phone: 469.323.8951
City: DeSoto State: Tx Zip: 75115

PROPERTY Acres: 3.5 Current Zoning: R-11 Proposed Zoning: PD
Subdivision Name: Plainview Acres PH3
Address of Property: 940 W CR 109

Legal Description: Lot 8
- #126.4474.01080 -

Owner of Record: John Allen
Address: 1916 W. Pleasant Run Phone: ()
City: DeSoto Tx 75115 State: Zip:

Surveyor: James T Cadenhead Survey - Abstract No 134
Address: Johnson County Phone: ()
City: State: Zip:

Engineer: _____
Address: _____ Phone: ()
City: State: Zip:

Developer: _____
Address: _____ Phone: ()
City: State: Zip:

2009.04.10

**NOTARY STATEMENT
of Owner(s)**

Printed Name(s)

John Allen

I (we), the owner(s), request that the property listed on the reverse side be zoned from _____ to the new zone classification of _____.
I (we) understand that there is a fee for the zone change which is due at the time of application and is non-refundable, even if the zone change is not approved.


Owner Signature

Owner Signature

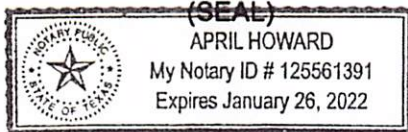
State of Texas

County of Johnson

John Allen

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

Given under my hand and seal of office this 20 day of July, 2020





Notary Public's Signature

RE-ZONING FEES:

Residential: \$ 500.00

Comm/PD: \$ 1,000.00

OFFICE USE ONLY

Amount Paid: \$ 1000.00

☐ Cash ☒ Check ☐ M.O.

Date: 7/22/20 Initials: mjk



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VENUS, JOHNSON AND ELLIS COUNTIES, TEXAS REZONING A PARCEL OF LAND LOCATED AT 940 W CR 109, CONTAINING APPROXIMATELY 3.5 ACRES, FROM RESIDENTIAL (R-1L) TO PLANNED DEVELOPMENT (PD); PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Venus ("City") is a Type A General Law municipality located in Johnson and Ellis Counties, Texas, created in accordance with the provisions of the TEXAS LOCAL GOVERNMENT CODE, Title 2, Chapter 6, and operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, the City Council of the City of Venus, Texas (the "City"), is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to adopt zoning regulations governing the use of land within the City; and

WHEREAS, the owner of the tract of land described in Section 2 (the "Property"), requested a change in zoning of the Property from Residential (R-1L) to Planned Development (PD); and

WHEREAS, all legal notices, requirements and conditions having been complied with, the case to rezone the Property came before the Planning and Zoning Commission; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission has recommended approval of the zoning change; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before City Council at which the City Council considered, among other things, the character of the land and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and does hereby find that the zoning approved hereby accomplishes such objectives; and

WHEREAS, the proposed change is consistent with the intent of the City's plans for future land use, and the City Council has determined that the change in zoning from its current Residential (R-1L) to Planned Development (PD) is necessary and appropriate for the orderly development of land and serves the interests of the public health, safety and welfare.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: The property is located at 940 W CR 109, containing approximately 3.5 acres, situated in the City of Venus and more particularly described and depicted in Exhibit A, is hereby rezoned from Residential (R-1L) to Planned Development (PD).

SECTION 3: The City Clerk is directed to update the City's official zoning map to reflect the change enacted by this Ordinance.

SECTION 4: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein.

SECTION 5: Unlawful Use of Property. It shall be unlawful for any person, firm, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses and restrictions under this Ordinance.

SECTION 6: Penalty. Any person, firm, corporation or entity violating this Ordinance or any provision of the Chapter 34 – Zoning of the Venus Code of Ordinances, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 8: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law.

PASSED AND APPROVED by the City Council of the City of Venus, Texas, on this the 12th day of October, 2020.

APPROVED:

MAYOR JAMES L. BURGESS

ATTEST:

Callie Green
City Secretary

APPROVED AS TO FORM:

Timothy A. Dunn
City Attorney

EXHIBIT A

situated in Johnson County, Texas, and more fully described as Tract #8, Section III – Plainview Acres Estates, a Subdivision as shown by plat records recorded Volume 8, Page 248, Johnson County, Texas containing 3.500 acres located at 940 County Road 109; Venus, TX 76094.

Grantees, their successors and assigns agree to be bound by the Deed Restrictions recorded in Johnson County, Texas, Book 2230, Page 0482 and made a part hereof for all purposes.





CITY OF VENUS, TEXAS

ORDINANCE NO. 715-2020-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, CONFIRMING AND APPROVING AN INTERLOCAL COOPERATION AGREEMENT RELEASING EXTRATERRITORIAL JURISDICTION WITH THE CITY OF GRAND PRAIRIE, TEXAS, ADJUSTING THE EXTRATERRITORIAL JURISDICTION OF THE CITIES AND PROVIDING FOR RELATED OBLIGATIONS OF THE CITIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Venus ("Venus") and the City of Grand Prairie ("Grand Prairie") (collectively referred to as the "Cities") are adjacent and neighboring municipalities that currently share common extraterritorial jurisdiction ("ETJ") boundaries, and are empowered by State law and the Constitution to establish their respective corporate boundaries and ETJ; and

WHEREAS, Grand Prairie has agreed to release certain portions of its extraterritorial jurisdiction to Venus (hereinafter "Grand Prairie Release Area"); and

WHEREAS, the Cities seek to avoid conflicts and uncertainty relative to the extent and location of their respective corporate limits and ETJ; and

WHEREAS, the Cities each desire to approve by ordinance an Interlocal Cooperation Agreement Releasing Extraterritorial Jurisdiction, attached and incorporated herein by reference as Exhibit 1 (hereinafter "ETJ Release Agreement") which confirms and adjusts their respective corporate boundaries and ETJ; and

WHEREAS, each of the Cities has reviewed their respective corporate boundaries and ETJ based upon their respective populations, Chapter 42 of the Texas Local Government Code, and the location of the Grand Prairie Release Area and has determined that such tracts would be better served by the municipal services of the City of Venus as reflected in the attached ETJ Release Agreement; and

WHEREAS, the Cities find and determine it necessary for the health, safety and welfare of their residents to confirm boundaries and make certain agreements and adjustments regarding their respective ETJ; and

WHEREAS, the ETJ Release Agreement is made under the authority granted by and pursuant to Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, providing for the cooperation between local governmental bodies, for beneficial governmental purposes; and

WHEREAS, the Cities have each agreed to submit to their respective governing bodies an ordinance approving the ETJ Release Agreement which confirms and adjusts their respective ETJ boundaries, as set forth in the ETJ Release Agreement which includes a map depicting the ETJ released by Grand Prairie to Venus (**Exhibit A** thereto) and a metes and bounds description of the ETJ released by Grand Prairie to Venus (**Exhibit B** thereto); and

WHEREAS, the respective meeting(s) at which this Ordinance is considered are open to the public as required by law, and the public notice of the time, place and purpose of said meeting(s) was given as required by Chapter 551, Texas Government Code.

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

Section 1. The City Council of the City of Venus finds that the above and foregoing recitals are true and accurate and are hereby incorporated for all purposes as official findings of the City Council of the City of Venus.

Section 2. The terms and conditions of the ETJ Release Agreement, attached as Exhibit 1, are hereby approved, authorized, and accepted, which confirm and adjust the respective ETJ of the Cities, specifically releasing from Grand Prairie's ETJ to Venus's ETJ the area depicted in **Exhibit A** of the ETJ Release Agreement and as specifically described by metes and bounds in **Exhibit B** of the ETJ Release Agreement. The Mayor is hereby authorized and directed to execute this Ordinance and execute and deliver the ETJ Release Agreement to the City of Grand Prairie for consideration and execution.

Section 3. The City Council of the City of Venus shall take all appropriate action necessary to effectuate the terms of this Ordinance and the ETJ Release Agreement approved hereby and through the adoption of an official map ("Official Map") showing the respective boundaries and ETJ as required by Section 41.001 of the Texas Local Government Code. The Official Map of the City of Venus shall be filed with the Johnson and Ellis County Clerks within thirty (30) days of the adoption of the City's Official Map, and a copy of this Ordinance, adopting and authorizing the execution of the ETJ Release Agreement shall be filed by the City within thirty (30) days after the effective date of the ETJ Release Agreement, in the deed records of the Johnson and Ellis County Clerks.

Section 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or unlawful, such holding shall not affect the validity of the remaining provisions of this Ordinance.

Section 5. This Ordinance approving the ETJ Release Agreement shall only become

effective upon the adoption by ordinance of the ETJ Release Agreement by the City of Grand Prairie.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, on this the ____ day of _____, 2020.

APPROVED:

James Burgess
Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

Timothy A. Dunn
City Attorney

EXHIBIT 1

Interlocal Cooperation Agreement Releasing Extraterritorial Jurisdiction

This Interlocal Cooperation Agreement Releasing Extraterritorial Jurisdiction with Exhibits A and B attached hereto (hereinafter "ETJ Release Agreement") is entered into by and between the City of Venus, a general law municipality located in Johnson and Ellis Counties, Texas ("Venus"), and the City of Grand Prairie, a home-rule municipality located in Dallas, Tarrant and Ellis Counties ("Grand Prairie") (each individually referred to as a "City" and collectively referred to as the "Cities"), each acting through their duly authorized representatives.

WHEREAS, Venus and Grand Prairie are adjacent municipalities that currently or will in the future share common ETJ boundaries and that are empowered by state law and the Constitution to establish their respective corporate boundaries; and

WHEREAS, Grand Prairie has agreed to release certain portions of its extraterritorial jurisdiction ("ETJ") to Venus (hereinafter "Grand Prairie Release Area") in exchange for such good and valuable consideration hereinafter recited, the receipt and sufficiency of which is hereby recognized; and

WHEREAS, the Cities seek to avoid certain conflicts and uncertainty relative to the extent and location of their respective corporate limits and ETJ; and

WHEREAS, each of the Cities has reviewed their respective corporate boundaries and ETJ based upon their respective populations, Chapter 42 of the Texas Local Government Code, and the location of the Grand Prairie Release Area and has determined that the Grand Prairie Release Area would be better served by the municipal services of Venus, the Grand Prairie Release Area being the area outlined in red in the attached map, attached hereto as **Exhibit A**, and as more fully described by the legal description in **Exhibit B**; and

WHEREAS, the Cities find and determine it necessary for the health, safety and welfare of their residents to confirm boundaries and make certain agreements and adjustments regarding their respective ETJ; and

WHEREAS, this ETJ Release Agreement is made under the authority granted by and pursuant to Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, providing for the cooperation between local governmental bodies, for beneficial governmental purposes; and

WHEREAS, the Cities have each submitted to their respective governing bodies an ordinance approving this ETJ Release Agreement which confirms and adjusts their respective ETJ and recognizes the release by Grand Prairie of ETJ territory outlined in **Exhibit A** and more fully described in **Exhibit B** to Venus.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements contained herein, the Cities agree as follows:

SECTION 1 INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2 OBLIGATIONS AND AGREEMENTS OF THE CITIES

- 2.01 Release of ETJ. Grand Prairie hereby releases certain portions of its ETJ to Venus for inclusion in its ETJ. Areas released are as shown as the red-outlined portion of **Exhibit A** and are more fully described in **Exhibit B** (the "Grand Prairie Release Area").
- 2.02 Boundaries. The Cities covenant and agree that from and after the approval and execution of this ETJ Release Agreement by each of the respective Cities, the boundaries in the depicted area of the respective corporate limits and ETJ of Grand Prairie and Venus as to the dealings between these Cities shall be those shown on the attached **Exhibit A** with the red-outlined area having been released from the Grand Prairie ETJ to the Venus ETJ. The Cities covenant and agree that no City shall assert any police powers or other governmental powers, nor annex property or expand ETJ, into any area depicted on the **Exhibit A** as being within another City's ETJ without such City's written consent. A City may otherwise expand its ETJ in accordance with state law; however, in no event may a City's ETJ include an area shown on **Exhibit A** to be within the ETJ of any other City, without such City's written consent.
- 2.03 Adoption of Official Map. The respective governing bodies of the Cities shall take appropriate action to effectuate the terms of this ETJ Release Agreement approved hereby through the adoption of an official map ("**Official Map**") showing their respective ETJ as required by Section 41.001 of the Texas Local Government Code. The Official Map of each City shall be filed by each respective City with the appropriate county clerk(s) within thirty (30) days of adoption of the City's Official Map, and a copy of each City's ordinance adopting, and authorizing the execution of this ETJ Release Agreement, after the effective date, shall be filed in the deed records of the appropriate counties where the Cities are situated.
- 2.04 Release. Each City fully waives and releases, to date, any and all claims of every conceivable nature against each other City and their respective City Council members, officers, employees and representatives regarding this ETJ Release Agreement, the ordinance adopting and authorizing this ETJ Release Agreement, and any and all boundary, ETJ, and annexation issues or claims, demands, controversies or causes of action, including under the Declaratory Judgment Act.
- 2.05 Metes and Bounds Description of Boundary. The Cities acknowledge that the boundaries and ETJ depicted on the attached **Exhibit A** is not described by metes and bounds and are approximates. The metes and bounds of the ETJ area released by Grand Prairie, *i.e.*, the Grand Prairie Release Area, to Venus are described by **Exhibit B**.

SECTION 3 TERM / CONSIDERATION

- 3.01 The Cities agree and stipulate that the mutual covenants and agreements contained herein, and the actions taken by each of the Cities in fulfilling its agreements hereunder are good and valuable consideration for this ETJ Release Agreement. The Cities further agree that the ETJ adjustments made hereunder constitute additional good and valid consideration and serve the valid government purpose of establishing and confirming corporate boundaries and ETJ.

SECTION 4 GENERAL PROVISIONS

- 4.01 Default. In the event of a breach of this ETJ Release Agreement by either party the other party

may pursue only injunctive relief or specific performance through declaratory judgment. The Cities waive and release all other remedies.

- 4.02 Additional Documents. The Cities agree to cooperate fully and in good faith to execute any and all supplementary documents and to take all actions which are necessary to give full force and effect to the basic terms of this ETJ Release Agreement.
- 4.03 Relationship of Parties. The parties understand and agree that each of the Cities performing obligations required by this ETJ Release Agreement acting as an independent entity and that the execution of this ETJ Release Agreement shall not be construed as creating a joint venture or agency relationship by or among any one or more of the Cities. Each party hereto is an independent governmental entity acting pursuant to the state laws and local ordinances regulating its conduct, and by execution of this ETJ Release Agreement, the parties make no representations regarding the validity of the actions taken by any of the other parties hereto.
- 4.04 Third Party Beneficiaries. Nothing in this ETJ Release Agreement shall be construed to create any right in any third party not a signatory to this ETJ Release Agreement and the parties do not intend to create any third party beneficiaries by entering into this ETJ Release Agreement.
- 4.05 Immunity. Nothing in this ETJ Release Agreement shall be deemed a waiver of the governmental, sovereign, or official immunity afforded by law to the Cities, either individually or collectively. The parties stipulate that this ETJ Release Agreement is not subject to the terms of Local Government Code Ch. 271, Subchapter I.
- 4.06 Notices. All written notices required under this ETJ Release Agreement must be hand delivered or sent by certified mail return receipt requested addressed to the proper party at the following addresses:

City of Venus:

Attention: City Secretary
Address: 700 W. Hwy 67
Venus, TX 76084
Phone Number: (972) 366-3348
Fax: (972) 366-3824

City of Grand Prairie:

Attention: City Secretary
Address: 300 W. Main Street
Grand Prairie, TX 75050
Phone Number: (972) 237-8000
Fax: (972) 237-8088

Each party may change the address to which notices are sent by giving the other parties written notice, within ten (10) days, of the new address in the manner provided by this paragraph.

- 4.07 Capacity. Each of the signatories below hereby represents that this ETJ Release Agreement has been approved by his or her City Council and that he/she has full capacity and authority to sign and assume all obligations granted and assumed under this ETJ Release Agreement.
- 4.08 Waiver of Breach. Forbearance or waiver of one or more instances of breach of this ETJ Release Agreement by any party shall not constitute a continuing forbearance or a waiver of any subsequent breach of this ETJ Release Agreement.

- 4.09 Applicable Law / Venue/ Mediation. This ETJ Release Agreement shall be construed under, and in accordance with the laws of the State of Texas, and exclusive venue shall lie in Ellis County, Texas. If one or more disputes arise with regard to the interpretation, performance and/or breach of this ETJ Release Agreement or any of its provisions, the Cities agree to attempt in good faith to resolve same by scheduling and attending one day of mediation. The mediation shall be conducted within 30 days of the dispute with a mediator agreed to by the Cities, and the cost of the mediation shall be shared equally by the Cities. If a City refuses to mediate, that City shall not recover or seek to recover attorney's fees or costs in any lawsuit brought to construe or enforce this ETJ Release Agreement.
- 4.10 Legal Construction/Severability. In case any section, article, paragraph, provision, sentence, clause, phrase or word provisions contained in this ETJ Release Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this ETJ Release Agreement, and this ETJ Release Agreement shall be construed as if the invalid, illegal, or unenforceable provision had not been included in this ETJ Release Agreement. Such holding shall not affect the validity of the remaining portions of this ETJ Release Agreement, and the respective governing body of each of the Cities hereby declares it would have passed and approved such remaining portions of this ETJ Release Agreement despite such invalidity, which remaining portions shall remain in full force and effect. The parties expressly agree that if, as of the effective date of this ETJ Release Agreement, any portion of the ETJ of any City shown on **Exhibit A** is within the corporate limits or ETJ of any other city that is not a party to this ETJ Release Agreement, the remainder of the ETJ Release Agreement shall remain in full force and effect as if such property had not been included.
- 4.11 No Actions Inconsistent with this Agreement. Neither Venus nor Grand Prairie shall release any portion of its ETJ to any party to this ETJ Release Agreement or to any city that is not a party to this ETJ Release Agreement in a manner inconsistent with the release of ETJ memorialized by **Exhibit A** and described by **Exhibit B**.
- 4.12 Entire Agreement. This ETJ Release Agreement constitutes the sole and entire agreement of the Cities and supersedes any prior understandings or written or oral agreements between the Cities relating to the subject matter of this ETJ Release Agreement.
- 4.13 Construction. This ETJ Release Agreement has been negotiated by the parties and shall be deemed drafted equally by all parties hereto. The language of all parts of this ETJ Release Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 4.14 Amendment. No amendment, modification, or alteration of the terms of this ETJ Release Agreement shall be binding unless it is in writing, dated subsequent to the date of this ETJ Release Agreement, and duly approved and executed by the authorized representative of each of the Cities to this ETJ Release Agreement; however, the Cities may adjust mutual boundaries with other cities without the written consent of any of the other parties to this ETJ Release Agreement.
- 4.15 Counterparts. This ETJ Release Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[The remainder of this page is left blank intentionally.]

James L. Burgess, Mayor
City of Venus, Texas

EFFECTIVE DATE: _____

ATTEST:

City Secretary
City of Venus, Texas

APPROVED AS TO FORM:

Timothy A. Dunn, City Attorney
City of Venus, Texas

Ron Jensen, Mayor
City of Grand Prairie, Texas

EFFECTIVE DATE: _____

ATTEST:

City Secretary
City of Grand Prairie, Texas

APPROVED AS TO FORM:

City Attorney
City of Grand Prairie

Exhibit A
ETJ Boundary Map

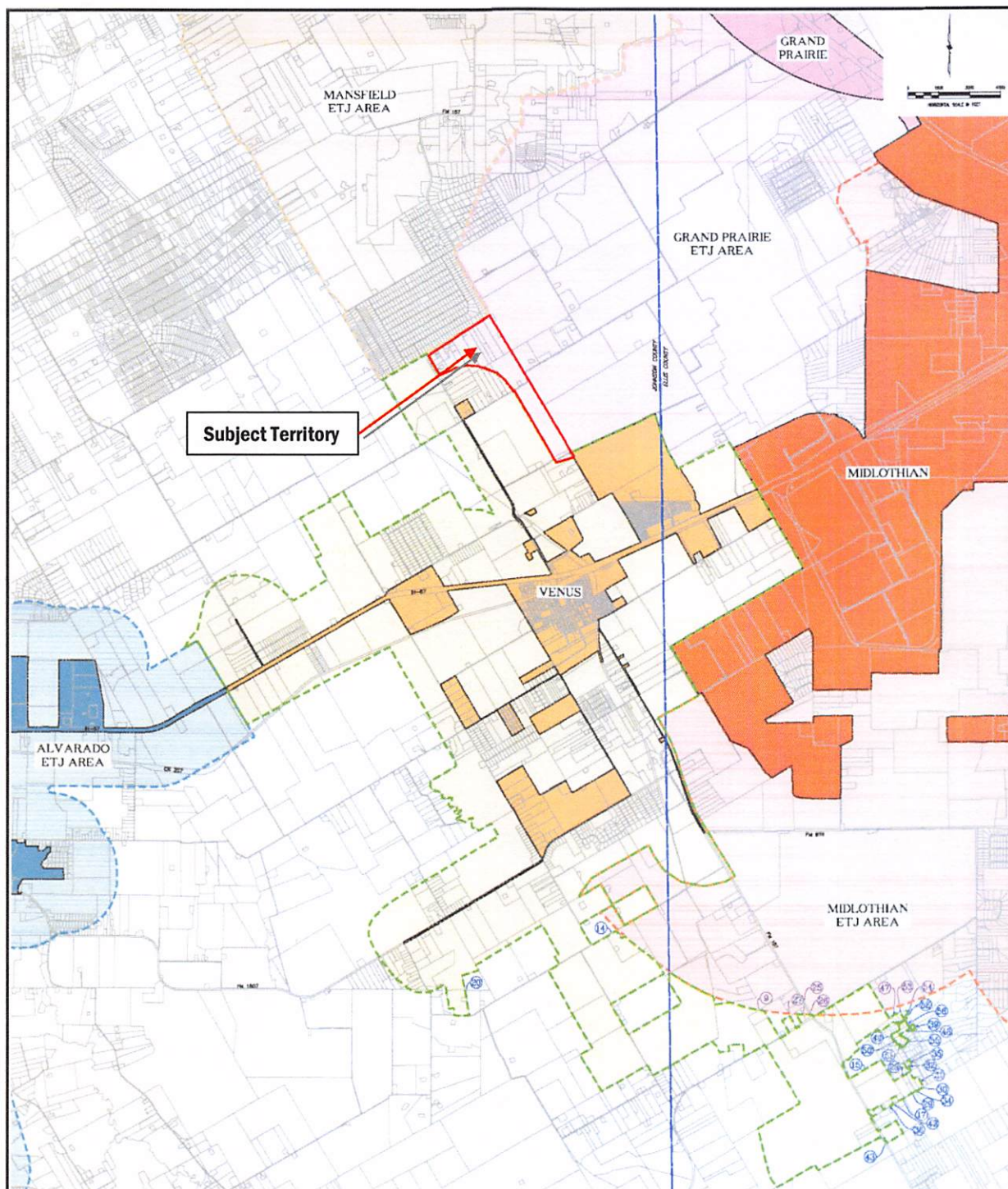


EXHIBIT "B"
FIELD NOTE DESCRIPTION
FOR
ANNEXATION OF 269.412 ACRES SITUATED IN THE
R. BERRY SURVEY, ABSTRACT NO. 26, J.N. ELY SURVEY, ABSTRACT NO. 261, AND J. WARE
SURVEY, ABSTRACT NO. 913, JOHNSON COUNTY, TEXAS
INTO
THE EXTRATERRITORIAL JURISDICTION OF VENUS, TEXAS

Being a 269.412 acres of land for annexation into the Extraterritorial Jurisdiction (ETJ) limits of the City of Venus, Texas, said 269.412 acres being in the R. Berry Survey, Abstract Number 26, J. N. Ely Survey, Abstract Number 261, and the J. Ware Survey, Abstract Number 913, Johnson County, Texas, said 269.412 acres containing the following tract of land:

Said 269.412 acre for ETJ annexation being more particularly described as follows:

- J. Ware Survey, Abstract Number 913: Tracts 3C1, 3C, 3C3, 3C2, 3G, 3G1, 3F, 3F1, 3F2, 3H2, 3H3, 3H4, 4B, 4A, 4C2, 4C1, 4C1A, 4D, 4E, 4E1, and part of tracts 3B, 3D, 3E1, 3E, 3J, 3K, 5C, 5D, 5
- A. Williams Survey, Abstract Number 857, 2A, 2B, and part of tracts 4, 4B, 5
- R. Berry Survey, Abstract Number 26, part of tract 3A

BEGINNING at a point for corner, said point being on the south right-of-way line (ROW) of County Road (C.R.) 502 (50' Prescriptive ROW), and also being on the east right-of-way line of C.R. 620 (40' Prescriptive ROW), said point also being on the common ETJ line of the City of Grand Prairie, and the City of Venus;

THENCE S 25°20'03" E, along the east ROW line of said C.R. 620, and also being along the west property line of a called 236.75 acre tract of land conveyed to LGI Homes Texas LLC by deed recorded in Instrument Number 17418 of the Deed Records of Johnson County, Texas (DRJCT), and also being along said common City of Grand Prairie, and City of Venus ETJ line, a distance of 250.94 feet to a point for corner;

THENCE S 75°58'29" W, departing the east ROW line of said C.R. 620, and being across a 10.00 acre tract of land conveyed to Edwin Rodgers by deed recorded in Volume 867, Page 368, DRJCT, also being along said common City of Grand Prairie, and City of Venus ETJ line, a distance of 368.36 feet to a point for corner;

THENCE S 66°02'51" W, continuing across said 10.00 acre Rodgers tract, and also being along said common City of Grand Prairie, and City of Venus ETJ line, a distance of 521.45 feet to a point for corner;

THENCE N 30°56'14" W, across said 10.00 acre Rodgers tract, and across a called 5.63 acre tract of land conveyed to Sweeney Five Family Limited Partnership by deed recorded in Instrument No. 25250, DRJCT, and being across a called 244.40 acre tract of land conveyed to Sweeney Family Limited Partnership by deed recorded in Instrument No. 25250, DRJCT, and also being along said common City of Grand Prairie, and City of Venus ETJ line, a distance of 4,175.45 feet to a point for corner, said point being inside a called 47.38 acre tract of land conveyed to Freddie Cooper by deed recorded in Volume 1659, Page 257, DRJCT, said point also being the beginning of a non-tangent curve to the left having a radius of 2,483.45 feet, a central angle of 94°27'58", chord length of 3,646.31 feet, and a chord bearing of N 79°16'55" W;

THENCE along said curve to left, and said common City of Grand Prairie, and City of Venus ETJ line, and being across the following tracts of land:

- Said 47.38 acre Cooper tract
- A called 9.00 acre tract of land conveyed to Kimberly Byars by deed recorded in Volume 3643, Page 630, DRJCT

- A called 10.00 acre tract of land conveyed to Jimmy Lebeau by deed recorded in Instrument Number 29470, DRJCT
- A called 18.00 acre tract of land conveyed to William Thomas and Alice Kuykendall by deed recorded in Instrument Number 36603, DRJCT
- A called 23.62 acre tract of land conveyed to William Thomas and Alice Kuykendall by deed recorded in Instrument Number 36603, DRJCT
- A called 10.00 acre tract of land conveyed to John and Claudia Nelson by deed recorded in Volume 848, Page 223, DRJCT
- A called 10.00 acre tract of land conveyed to Luke and Vicki Herman by deed recorded in Volume 879, Page 657, DRJCT

An arc distance of 4,094.58 feet to a point for corner;

THENCE N 26°28'38" W, along said common City of Grand Prairie, and City of Venus ETJ line, and being across the following tracts of land:

- Said 10.00 acre Herman tract
- A called 5.00 acre tract of land conveyed to Loyd & Cynthia Lorentz by deed recorded in Volume 2121, Page 551, DRJCT
- A called 1.00 acre tract of land conveyed to Loyd & Cynthia Lorentz by deed recorded in Volume 2121, Page 551, DRJCT
- A called 3.57 acre tract of land conveyed to Atasha & Britney Jackson by deed recorded in Instrument Number 18379, DRJCT
- A called 3.85 acre tract of land conveyed to Rickey Saldivar by deed recorded in Volume 2374, Page 754, DRJCT

A distance of 1,225.60 feet to point for corner;

THENCE N 19°41'15" E, across said 3.85 acre Saldivar tract, and being along said common City of Grand Prairie, and City of Venus ETJ line, a distance of 26.46 feet to a point for corner;

THENCE N 49°40'17" E, across said 3.85 acre Saldivar tract, and being along said common City of Grand Prairie, and City of Venus ETJ line, a distance of 91.17 feet to a point for corner;

THENCE N 59°48'18" E, along said common City of Grand Prairie, and City of Venus ETJ line, and being along the north property lines of the following tracts of land:

- Said 3.85 acre Saldivar tract
- A called 0.50 acre tract of land conveyed to Trinket Dillard by deed recorded in Volume 2218, Page 119, DRJCT
- A called 0.50 acre tract of land conveyed to Jose Rivera by deed recorded in Instrument Number 29554, DRJCT
- A called 4.68 acre tract of land conveyed to Loyd and Cynthia Lorentz by deed recorded in Volume 1972, Page 99, DRJCT
- A called 1.51 acre tract of land conveyed to Nathan and Elizabeth Dera by deed recorded in Instrument Number 31334, DRJCT
- A called 9.00 acre tract of land conveyed to Nathan and Elizabeth Dera by deed recorded in Instrument Number 31334, DRJCT
- A called 1.00 acre tract of land conveyed to Sylvia Tello by deed recorded in Volume 2760, Page 666, DRJCT
- Said 23.62 acre Thomas & Kuykendall tract
- A called 1.00 acre tract of land conveyed to William Thomas & Alice Kuykendall by deed recorded in Instrument Number 36603, DRJCT

- Said 18.00 acre Thomas & Kuykendall tract
- A called 9.47 acre tract of land conveyed to Numesio Munoz by deed recorded in Volume 1882, Page 542, DRJCT
- A called 2.83 acre tract of land conveyed to David Munoz by deed recorded in Instrument Number 16896, DRJCT
- A called 19.00 acre tract of land conveyed to Vickie Hughes by deed recorded in Volume 3160, Page 801, DRJCT
- A called 19.07 acre tract of land conveyed to Vickie Hughes by deed recorded in Instrument Number 18580, DRJCT

A distance of 3,093.77 feet to point for corner, said point being on the north property line of said 19.07 acre Hughes tract;

THENCE N 57°02'15" E, along the north property line of said 19.07 acre Hughes tract, and being along said common City of Grand Prairie, and City of Venus ETJ line, a distance of 354.17 feet to a point for corner, said point being on a northeast property corner of said 19.07 acre Hughes tract;

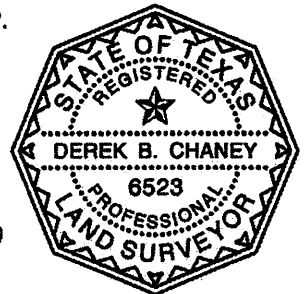
THENCE S 30°18'20" E, along the east property line of said 19.07 acre Hughes tract, and being along said common City of Grand Prairie, and City of Venus ETJ line, a distance of 2,004.92 feet to a point for corner, said point being on the southeast property line of said 19.07 acre Hughes tract, and also being on the northeast property corner of a called 47.38 acre tract of land conveyed to Freddie Cooper by deed recorded in Volume 1659, Page 267, DRJCT;

THENCE S 30°48'56" E, along the east property line of said 47.38 acre Cooper tract, and being along said common City of Grand Prairie, and City of Venus ETJ line, a distance of 5,741.01 feet to the POINT OF BEGINNING, and containing a total of 269.412 acres of land, more or less.

NOTES:

1. This document was prepared under 22 TAC § 663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those right and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
2. Basis of Bearings & Distances: Johnson County Central Appraisal District G.I.S. Parcel Map.
3. A plat of even date accompanies this field note description.

Derek B. Chaney, P.E., R.P.L.S.
Texas Registration No. 6523
Birkhoff, Hendricks & Carter, L.L.P.
TBPLS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
Phone: 214-361-7900



[Handwritten Signature]
09/11/20

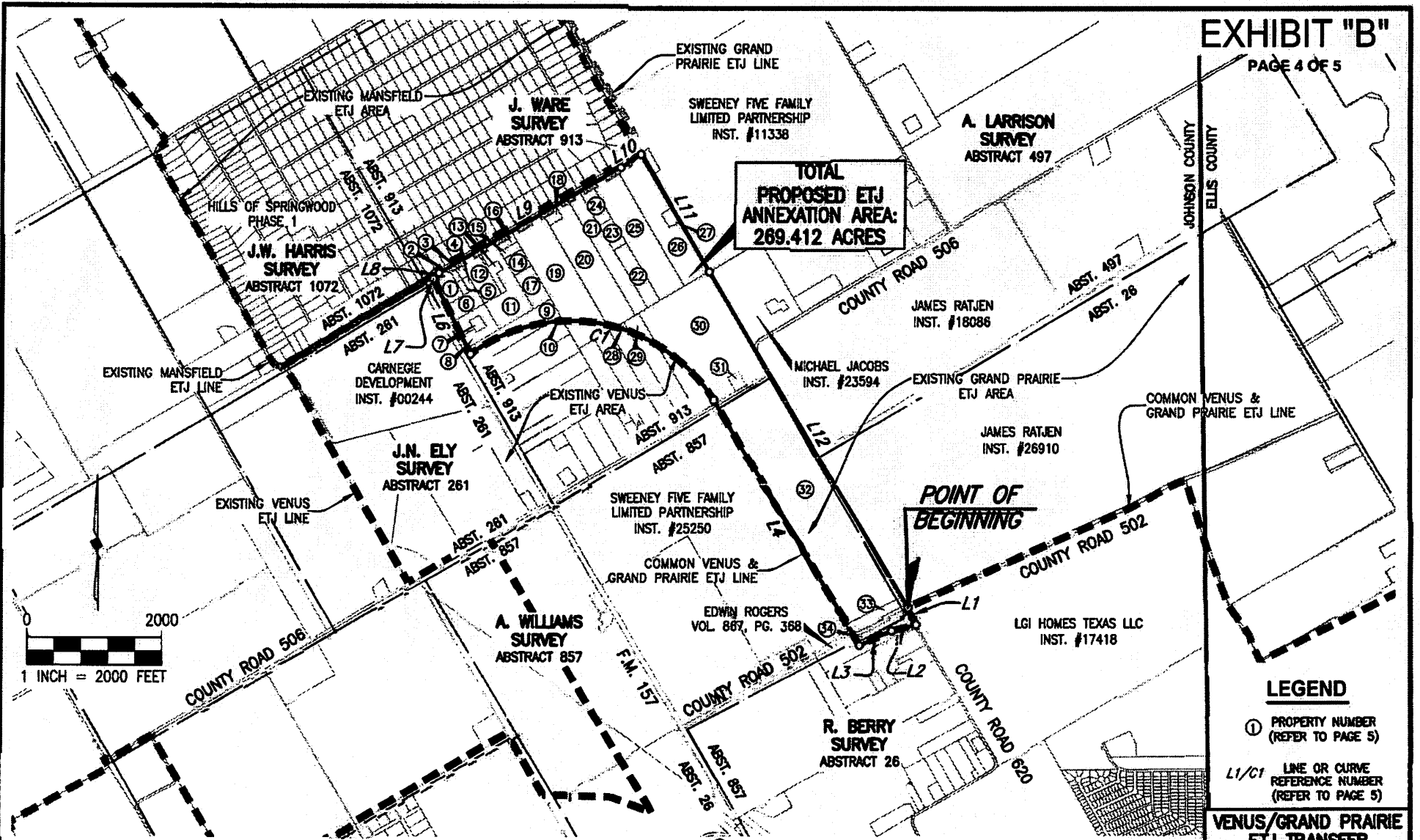
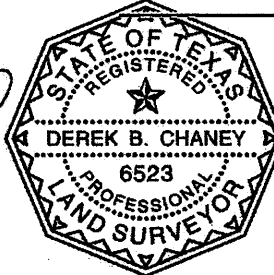


EXHIBIT "B"
PAGE 4 OF 5

- NOTES
1. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
 2. Basis of Bearings & Distance: Johnson County Central Appraisal District G.I.S. Parcel Map.
 3. A field note description of even date accompanies this plat.

D.B.C.
09/11/20



CITY OF VENUS, TEXAS	
ETJ ANNEXATION PLAT	
269.412 ACRES INTO THE R. BERRY SURVEY, ABSTRACT NO. 26, J.N. ELY SURVEY, ABSTRACT 261, AND J. WARE SURVEY 913, JOHNSON COUNTY, TEXAS	
BIRKHOFF, HENDRICKS & CARTER, L.L.P.	
PROFESSIONAL ENGINEERS	
TBPE Firm No. 526; TBPLS Firm No. 10031800	
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900	
SEPTEMBER 2020	

PROPERTY OWNER INFORMATION

NUMBER	OWNER NAME	ACREAGE	RECORDING INFORMATION
1	RICKY SALDAR	3.85 ACRES	VOL. 2374, PG. 754
2	TRINKET DILLARD	0.50 ACRES	VOL. 2218, PG. 119
3	JOSE RIVERA	0.50 ACRES	INST. # 28554
4	KENNETH JORDAN	0.50 ACRES	INST. # 07900
5	MICHAEL GARRETT	0.50 ACRES	INST. # 01242
6	ATASHA & BRITNEY JACKSON	3.57 ACRES	INST. # 18379
7	LOYD & CYNTHIA LORENTZ	1.00 ACRES	VOL. 2121, PG. 551
8	LOYD & CYNTHIA LORENTZ	5.00 ACRES	VOL. 2121, PG. 551
9	LUKE & VICKI HERMAN	10.00 ACRES	VOL. 878, PG. 657
10	JOHN & CLAUDIA NELSON	10.00 ACRES	VOL. 848, PG. 223
11	NATHAN & ELIZABETH DERA	9.00 ACRES	INST. # 31334
12	LOYD & CYNTHIA LORENTZ	4.68 ACRES	VOL. 1972, PG. 99
13	NATHAN & ELIZABETH DERA	1.51 ACRES	INST. # 31334
14	PATRICIA MEDINA	1.90 ACRES	VOL. 1563, PG. 707
15	SYLVIA TELLO	0.89 ACRES	VOL. 2760, PG. 666
16	SYLVIA TELLO	1.00 ACRES	VOL. 2760, PG. 666

PROPERTY OWNER INFORMATION

NUMBER	OWNER NAME	ACREAGE	RECORDING INFORMATION
17	LINDA MALLEY	3.79 ACRES	VOL. 1518, PG. 966
18	WILLIAM THOMAS & ALICE KUYRENDALL	1.00 ACRES	INST. # 36603
19	WILLIAM THOMAS & ALICE KUYRENDALL	23.62 ACRES	INST. # 36603
20	WILLIAM THOMAS & ALICE KUYRENDALL	18.00 ACRES	INST. # 36603
21	NUMESIO MUNOZ	9.47 ACRES	VOL. 1882, PG. 542
22	DANIEL CUEVAS	4.75 ACRES	INST. # 28414
23	ENRIQUETA CUEVAS	1.92 ACRES	INST. # 16897
24	DAVID MUNOZ	2.83 ACRES	INST. # 16896
25	VICKIE HUGHES	19.00 ACRES	VOL. 3160, PG. 801
26	VICKIE HUGHES	19.07 ACRES	INST. # 18580
27	VICKIE HUGHES	1.00 ACRES	INST. # 18580
28	JIMMY LEBEAU	10.00 ACRES	INST. # 29470
29	KIMBERLY BYARS	9.00 ACRES	VOL. 3643, PG. 630
30	FREDDIE COOPER	47.38 ACRES	VOL. 1659, PG. 267
31	FREDDIE COOPER	1.00 ACRES	VOL. 1659, PG. 257
32	SWEENEY FIVE FAMILY LIMITED PARTNERSHIP	244.40 ACRES	INST. # 25250
33	SWEENEY FIVE FAMILY LIMITED PARTNERSHIP	5.63 ACRES	INST. # 25250
34	EDWIN RODGERS	10.00 ACRES	VOL. 867, PG. 368

EXHIBIT "B"

PAGE 5 OF 5

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S25°20'03"E	250.94'
L2	S75°58'29"W	368.36'
L3	S66°02'51"W	521.45'
L4	N30°56'14"W	4175.45'
L6	N26°28'38"W	1225.60'
L7	N19°41'15"E	26.46'
L8	N49°40'17"E	91.17'
L9	N59°48'18"E	3093.77'
L10	N57°02'15"E	354.17'
L11	S30°18'20"E	2004.92'
L12	S30°48'56"E	5741.01'

CURVE DATA TABLE

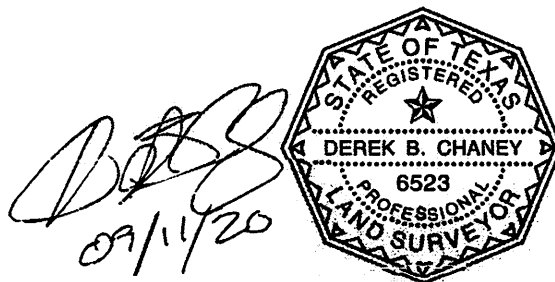
CURVE #	RADIUS	CENTRAL ANGLE (Δ)	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	2483.45'	94°27'58"	4094.58'	N79°16'55"W	3646.31'

NOTES

1. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

2. Basis of Bearings & Distance: Johnson County Central Appraisal District G.I.S. Parcel Map.

3. A field note description of even date accompanies this plat.

VENUS/GRAND PRAIRIE
ETJ TRANSFER

CITY OF VENUS, TEXAS

ETJ ANNEXATION PLAT

269.412 ACRES INTO THE R. BERRY SURVEY, ABSTRACT NO. 26, J.N. ELY SURVEY, ABSTRACT 261, AND J. WARE SURVEY 913, JOHNSON COUNTY, TEXAS

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

SEPTEMBER
2020



CITY OF VENUS, TEXAS

RESOLUTION NO. 35-20220-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, GRANTING A PETITION REQUESTING ANNEXATION BY LANDOWNER FROM BANKSTON FOURTH FAMILY, LTD., OWNER OF APPROXIMATELY 24.47 ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF FM 1807 AND CR 213; SETTING A PUBLIC HEARING FOR THE ANNEXATION; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO HAVE NOTICE OF SUCH PUBLIC HEARING PUBLISHED; AUTHORIZING CITY STAFF TO NEGOTIATE AND EXECUTE A WRITTEN SERVICE AGREEMENT WITH THE PROPERTY OWNER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about October 16, 2020, Bankston Fourth Family, Ltd., owner (the “Owner”) of an area of land described hereinbelow (the “Property”) filed a written petition (the “Petition”) with the City of Venus, Texas (the “City”), to have the Property annexed into and become a part of the City; and

WHEREAS, the City Council of the City Venus (“City Council”) has found and determined that the Petition is appropriate and that it is in the best interest of the City, to grant the Petition; and

WHEREAS, pursuant to Section 43.0672 of the Local Government Code, the City must first negotiate and enter into a written agreement with the Owner for the provision of for the Property and include: (1) a list of each service the City will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the proposed annexation.

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

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

SECTION 2. A true and correct copy of the Petition is attached hereto as **Exhibit A**.

SECTION 3. The City Council hereby grants the Petition requesting the annexation by the City of the following described property being:

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

SECTION 4. On **December 14, 2020, at 7:00 p.m.** at the Venus Civic Center, located at 210 S. Walnut Street, Venus, Texas 76084, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of Venus, Texas, of the property described in Section 3.

SECTION 5. The City Secretary of the City of Venus, Texas, is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the city and in the above-described territory not more than twenty (20) days nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

SECTION 6. Prior to the institution of annexation, city staff is hereby authorized and directed to negotiate and enter into a Written Services Agreement with the Owner for the extension of municipal services into the proposed area of annexation. The City Manager, or his designee, is hereby authorized to execute said Agreement.

SECTION 7. The City Council hereby finds, determines and declares that the meeting, at which this Resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

SECTION 8. This Resolution shall be effective from and after its passage as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, this 9th day of November, 2020.

James Burgess, Mayor

ATTEST:

Callie Green, City Secretary

APPROVED AS TO FORM:

Timothy A. Dunn, City Attorney

EXHIBIT A



PETITION REQUESTING ANNEXATION BY LANDOWNER

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

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

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

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

Don Bankston
Signature

Judy Bankston
Signature

Signature

Don Bankston
Printed Name

Judy Bankston
Printed Name

Printed Name

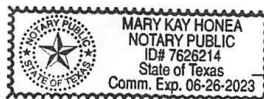
State of Texas

County of Johnson

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

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

(SEAL)



Mary Kay Honea
Notary Public's Signature

EXHIBIT A

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

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

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

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

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

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

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

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

Homestead, AB-1-Abatement, PUL-Pollution Control, HIS-Historic, P-VK-Alternate Power, P-K-P-Report, I-C-X-Total Exempt

NOTE: THIS IS NOT A TAX STATEMENT!

DO NOT PAY FROM THIS NOTICE!

Central Appraisal District of Johnson County

109 N MAIN ST, CLEBURNE, TX 76033

Phone: (817) 648-3000

Fax: (817) 645-3105

NOTICE DATE: 04/29/2020

PROTEST BY: 05/29/2020

Online Protest ID: 364477

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

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



ACCOUNT NUMBER

126.0499.00080

BANKSTON FOURTH FAMILY LTD

PO BOX 4

VENUS TX 76084-0004

Property Address: FM 1807

Acres: 24.470

Und. Int: 1.0000000

PROPERTY DESCRIPTION

ABST 499

TR 6A

M LAPHAM

STRUCTURES

APPRAISED VALUE

EXHIBIT B



ORDINANCE NO. 714-2020-11

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

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

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

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

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

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

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

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

“ARTICLE II. SPECIAL EVENTS

Sec. 24-70 - Purpose

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

Sec.24-71 - Definitions

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

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

City means the City of Venus, Texas.

City-Sponsored Event means:

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 24-72 – Permit Required; Exemptions

(a) Permit Required.

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

(b) Exemptions.

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

1. A private party held on private property and to which the public is not invited, provided such party does not impact public rights of way or involve activities not permitted by applicable zoning regulations as determined by the City.
2. An event wholly contained on a property specifically designed or suited for the event and that holds a certificate of occupancy for such use, and includes adequate parking to accommodate events.
3. Funeral processions.
4. Activities under the control of the City parks department conducted on City property that do not affect public right-of-ways.
5. Sporting and/or special events sponsored by the Venus Independent School District.
6. A demonstration, parade, or assembly related to the expression of feelings and beliefs on current political, religious, or social issues at a location other than public right-of-way or public property.

Sec 24-73 – Special Event Application

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

details with regard to the service of alcohol, including the type of alcohol, vendors, logistics, process of service, Texas Alcoholic Beverage Commission ("TABC") certification and any other information deemed necessary by the City and/or as required by this chapter.

5. The applicant shall, at its own expense, procure, pay for and maintain the following insurance through an insurance company with an A.M. Best A+ rating, authorized to do business in the state of Texas and acceptable to the City. The applicant shall furnish certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions:
 - a. Commercial general liability insurance, including but not limited to premise operations, personal and advertising injury, products, operation, independent contractors and contractual liability, with minimum combined limits of \$1,000,000 per occurrence, \$1,000,000 products/completed operations aggregate and \$2,000,000 general aggregate;
 - b. Liquor liability insurance, either endorsed onto the above described policy or written on a stand-alone basis, if any of the following applies:
 - i. The applicant is in the business of manufacturing, selling or distributing alcoholic beverages;
 - ii. The applicant serves or furnishes alcoholic beverages for a charge, whether or not such activity requires a license or is for the purpose of financial gain; or
 - iii. The applicant serves or furnishes alcoholic beverages without a charge, if a license is required for such activity.
6. Insurance requirements for Block Parties shall be personal or general liability coverage in an amount not less than \$300,000.00 with an endorsement adding the City of Venus as an additional insured. The provisions of Section 5(b) above shall apply to Block Parties.

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

Sec. 24-74 – Special Events and Alcohol

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

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

(a) Required Fee.

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

(b) Fee Established.

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

Sec. 24-76 – Review of Plans and Application

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

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

6. **Police Protection:** a plan providing for adequate safety, security, traffic and crowd control in connection with the special event, which addresses the location of booths, stages and event structures, severe weather shelters, location of security staff, location of assembly area and approximate occupancy.
7. **Promotional:** if applicable, the plan to promote, market and advertise the special event.
8. **Sanitation Plan:** a plan to insure that the highest standards of cleanliness and sanitation are maintained at the special event, including adequate restroom facilities, and a plan to empty refuse containers frequently so as to prevent overflow.

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

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

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

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

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

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

1. All public safety services shall be provided by the City of Venus and/or Johnson or Ellis County personnel. Crowd management requires a minimum of two officers for each 500 persons.
2. Food preparation, service and storage will be provided for pursuant to the rules, policies and regulations of the Texas Department of Health and the City of Venus, as amended.
3. An adequate safe supply of potable water, meeting the requirements of the Texas Department of Health shall be provided.
4. Toilet facilities will be provided for pursuant to the requirements of the City building code, as amended.
5. Refuse shall be collected, stored and transported in a manner that protects against odor, infestation of insects, and/or rodents.
6. Refuse and recycling containers shall be clearly marked and readily accessible.
7. Electrical systems shall be installed and maintained in accordance with the provisions of the applicable state standards and City regulations.

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

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

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

1. The application for a special event permit shall be denied if the permit application does not contain the information and plans required by this article.
2. Upon receipt of an application for a special event which contains all required plans. The Director shall forward a copy of the application, and any submitted plans, to each City department. The department shall review the plans and application and shall notify the Director if additional information is necessary or of their approval or denial of the application within thirty (30) days of the department's receipt of the application.
3. Upon receipt of the findings of the Departments, the Director shall notify the applicant if the application is approved or if additional information is necessary to evaluate the application.
4. The City departments and City may prescribe licenses and permits required by other city ordinances or applicable law, restrictions, regulations, cost for city services, safeguards, and other conditions necessary for safe orderly conduct of a special event, to be incorporated into the special event permit before issuance.

5. The City shall advise the applicant of the estimated cost for city services, safeguards and other conditions necessary for the safe and orderly conduct of the special event.
6. Prior to the issuance of the permit, the applicant shall agree in writing to pay the deposit at least ten (10) days prior to the special event.
7. If applicable, a deposit of one half of the estimated cost of reimbursable expenses required to be paid to the City as the result of a special event must be received by the City not less than ten (10) days before the date of the special event.
8. The City may deny an application for a special event permit if:
 - a. a permit has been granted for another special event at the same place and time or within two (2) hours of the end of the previously permitted special event;
 - b. The proposed special event will unreasonably disrupt the orderly flow of traffic, and no reasonable means of re-routing traffic or otherwise meeting traffic needs are available;
 - c. The applicant fails to comply with, or the proposed special event will violate, a city ordinance or other applicable law, unless the prohibited conduct or activity would be allowed under this article;
 - d. The applicant makes a false statement of material fact on an application;
 - e. The applicant has had a special event permit revoked within the preceding twelve (12) months or the applicant has committed two (2) or more violations of a condition or provision of a special event permit or of this article within the preceding twelve (12) months;
 - f. The applicant fails to adequately arrange for: the protection of the event participants, maintenance of public order in and around the special event location, crowd security, taking into consideration the size and character of the event, emergency vehicle access; or safe sanitary conditions for the preparation of food concessions;
 - g. The applicant fails to provide proof that the applicant possesses or is able to obtain a license or permit required by city ordinance or other applicable law for the conduct of all activities included as part of the special event;
 - h. The applicant fails to pay any outstanding costs owed to the City related to a past special event permit;
 - i. The applicant fails to submit the required deposit;
 - j. The applicant fails to obtain the required insurance;
 - k. The proposed special event would unduly burden City services; or
 - l. The special event begins or ends outside the city limits, unless the applicant supplies proof of approval of any other affected governmental entity.

Sec. 24-79 – Special Conditions

In determining whether to grant an application for a special event permit, the City may establish specific conditions for traffic safety and the protection of public health.

Sec. 24-80 – Revocation of Permit

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

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

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

If the City Staff denies issuance or revokes a special event permit, it shall send to the applicant by certified mail, return receipt requested, written notice of denial or revocation and of the right to an appeal. The applicant must appeal the decision within three (3) days to the Mayor in writing. The Mayor, or the Mayor's designated representative, shall, within three (3) working days after the appeal is filed, consider all the evidence in support of or against the action appealed and render a decision either sustaining or reversing the denial or revocation.

Sec. 24-82 – Operating Procedures

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

to property or waste removal not performed by the applicant at the conclusion of the special event.

Sec. 24-83 – Signs

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

Sec. 24-84 – Indemnification

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

Sec. 24-85 - Offenses

A person commits an offense if the person:

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

Sec. 24-86-Sec. 24-110 – Reserved.”

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

Section 4. Cumulative Clause. This Ordinance shall be cumulative of all provisions of state or federal law and other ordinances of the City of Venus, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

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

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

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Venus, Texas, on this the 9th day of November, 2020.

James L. Burgess, Mayor

ATTEST:

Callie Green, City Secretary

APPROVED AS TO FORM:

Timothy A. Dunn, City Attorney



**City Council Agenda Item Report
November 9, 2020**

Cheryl Estes, Finance Director
972-366-3348 ext. 208
cestes@cityofvenus.org

**CONSIDER AND ACT UPON THE CITY'S QUARTERLY INVESTMENT REPORT FOR
THE QUARTER ENDED SEPTEMBER 30, 2020**

1. BACKGROUND/HISTORY:

Per the Public Funds Investment Act and the City's Investment Policies, "a quarterly report shall be submitted to the City Council detailing investment transactions and performance for the reporting periods, and these reports shall be formally reviewed by the City's independent auditors on an annual basis and the results of the review shall be reported to the City Council."

2. FINDINGS / CURRENT ACTIVITY:

The attached report for the quarter ended September 30, 2020 was prepared in accordance to and to comply with City policies and state law for the current fiscal year. The City's cash and investments were properly secured and collateralized by the City's financial institutions.

3. RECOMMENDATIONS:

City management recommends approval of the quarterly investment report as presented.

4. ATTACHMENTS:

Quarterly Cash & Investment Report Ended September 30, 2020 – By Investment Type
Quarterly Cash & Investment Report Ended September 30, 2020 – By Fund

CASH AND INVESTMENTS REPORT
QUARTER ENDED SEPTEMBER 30, 2020

Account Name	Beginning Bank Balance	Deposits	Withdrawals	Transfers	Interest	Ending Bank Balance	Rate	Collateralization	
								Interest Bearing	Non-Interest Bearing
Cash Accounts									
10-0122 HRA Account	\$ 11,385.70	\$ -	\$ (3,369.73)	\$ -	\$ -	\$ 8,015.97			8,015.97
99-0100 Pooled Cash	99,343.59	1,523,762.39	(1,662,223.47)	192,606.07	-	153,488.58			153,488.58
Total Cash Accounts	110,729.29	1,523,762.39	(1,665,593.20)	192,606.07	-	161,504.55			
Money Market Accounts									
10-1012 General Fund Operating Savings	1,838,355.34	-	(673.56)	(275,000.00)	3,400.53	1,566,082.31	0.70%	\$ 1,566,082.31	
30-0102 VCDC Operating Account	213,324.35	-	-	7,393.93	152.51	220,870.79	0.35%	220,870.79	
60-0102 W/S Operating Savings	1,484,421.49	-	-	(44,117.00)	2,504.98	1,442,809.47	0.70%	1,442,809.47	
60-0104 W/S Debt I&S Savings	184,101.73	-	-	119,117.00	567.74	303,786.47	0.70%	303,786.47	
64-0102 2018 CO Bonds Savings	2,001,413.33	-	-	-	3,860.37	2,005,273.70	0.70%	2,005,273.70	
Total Money Market Accounts	5,721,616.24	-	(673.56)	(192,606.07)	10,486.13	5,538,822.74			
Certificates of Deposit*									
10-0130 CDARS - General Fund 12m	523,988.21	-	-	-	-	523,988.21	1.50%	523,988.21	
10-0132 CDARS - General Fund 12m	525,180.26	-	-	-	-	525,180.26	1.50%	525,180.26	
60-0105 CNB of Texas - W/S Fund1 6m	52,141.81	-	-	-	-	52,141.81	0.55%	52,141.81	
60-0105 CNB of Texas - W/S Fund2 6m	27,855.29	-	-	-	-	27,855.29	0.55%	27,855.29	
Total Certificates of Deposit	1,129,165.57	-	-	-	-	1,129,165.57			
Government Investment Pools									
10-0133 Texas Term General Fund	12,319.21	-	-	-	5.28	12,324.49	0.14%		
10-0134 TexPool General Operating Fund	6,067.32	-	-	-	2.71	6,070.03	0.14%		
11-0105 TexPool 2020 CO Bond Funds	-	4,169,000.00	-	-	469.36	4,169,469.36	0.14%		
30-0103 TexPool VCDC Fund	77,021.57	-	-	-	34.56	77,056.13	0.14%		
60-0116 TexPool W/S Operating Fund	131,280.38	-	-	-	58.83	131,339.21	0.14%		
60-0117 TexPool 2002 Force Main Constr	344.53	-	-	-	-	344.53	0.14%		
64-0105 TexPool 2018 CO Bond Funds	1,526.81	-	-	-	0.92	1,527.73	0.14%		
Total Government Investment Pools	228,559.82	4,169,000.00	-	-	571.66	4,398,131.48			
Total Cash and Investments	\$ 7,190,070.92	\$ 5,692,762.39	\$ (1,666,266.76)	\$ -	\$ 11,057.79	\$ 11,227,624.34			

Collateralization	
Interest Bearing	Non-Interest Bearing
	8,015.97
	153,488.58
\$ 1,566,082.31	
220,870.79	
1,442,809.47	
303,786.47	
2,005,273.70	
523,988.21	
525,180.26	
52,141.81	
27,855.29	
6,667,988.31	161,504.55
FDIC (250,000.00)	(161,504.55)
6,417,988.31	0.00
Total uninsured	6,417,988.31
102% uninsured	6,546,348.08
Collateral	6,664,000.00
(Over) under collateral	(117,651.92)

*Accrued interest as of September 30, 2020 was \$13,494.82

This report complies with the Public Funds Investment Act and Venus City policies for investments.

Finance Director: _____



**CASH AND INVESTMENTS BY FUND
QUARTER ENDED SEPTEMBER 30, 2020**

Fund/Account Name	Beginning Bank Balance	Deposits	Withdrawals	Transfers	Interest	Ending Bank Balance
GOVERNMENTAL FUNDS						
GENERAL FUND						
10-0100 Claim on Pooled Cash	\$ (142,164.01)	\$ 451,084.88	\$ (649,359.16)	\$ (293,905.00)	\$ -	\$ (634,343.29)
10-1012 MM-General Operating Savings	1,838,355.34	-	(673.56)	(275,000.00)	3,400.53	1,566,082.31
10-0122 HRA Account	11,385.70	-	(3,369.73)	-	-	8,015.97
10-0130 CDARS - General Fund 12m	523,988.21	-	-	-	-	523,988.21
10-0132 CDARS - General Fund 12m	525,180.26	-	-	-	-	525,180.26
10-0133 Texas Term General Fund	12,319.21	-	-	-	5.28	12,324.49
10-0134 TexPool General Operating Fund	6,067.32	-	-	-	2.71	6,070.03
TOTAL GENERAL FUND	2,775,132.03	451,084.88	(653,402.45)	(568,905.00)	3,408.52	2,007,317.98
DEBT SERVICE FUND						
20-0100 Claim on Pooled Cash	267,640.04	1,416.64	(43,700.00)	(222,250.00)	-	3,106.68
TOTAL DEBT SERVICE FUND	267,640.04	1,416.64	(43,700.00)	(222,250.00)	-	3,106.68
VENUS COMM DEV FUND						
30-0100 Claim on Pooled Cash	(74,941.69)	72,685.00	(63,371.72)	71,736.41	-	6,108.00
30-0102 VCDC Operating Account	213,324.35	-	-	7,393.93	152.51	220,870.79
30-0103 TexPool VCDC Fund	77,021.57	-	-	-	34.56	77,056.13
TOTAL VENUS COMM DEV FUND	215,404.23	72,685.00	(63,371.72)	79,130.34	187.07	304,034.92
GRANT FUND						
40-0100 Claim on Pooled Cash	29,130.34	-	-	(29,130.34)	-	-
TOTAL GRANT FUND	29,130.34	-	-	(29,130.34)	-	-
COURT TECHNOLOGY FUND						
45-0100 Claim on Pooled Cash	1,300.55	276.00	(1,576.55)	-	-	-
TOTAL COURT TECHNOLOGY FUND	1,300.55	276.00	(1,576.55)	-	-	-
COURT SECURITY FUND						
46-0100 Claim on Pooled Cash	20,101.53	321.00	-	-	-	20,422.53
TOTAL COURT SECURITY FUND	20,101.53	321.00	-	-	-	20,422.53
TRUANCY PREVENTION FUND						
47-0100 Claim on Pooled Cash	349.20	300.00	-	-	-	649.20
TOTAL TRUANCY PREV FUND	349.20	300.00	-	-	-	649.20

Fund/Account Name	Beginning Bank Balance	Deposits	Withdrawals	Transfers	Interest	Ending Bank Balance
STREET MAINTENANCE TAX FUNDS						
50-0100 Claim on Pooled Cash-Operating	52,721.14	36,342.50	(68,509.00)	-	-	20,554.64
51-0100 Claim on Pooled Cash-CPF	-	-	(6,875.21)	538,905.00	-	532,029.79
TOTAL STREET MAINTENANCE TAX FUND	52,721.14	36,342.50	(75,384.21)	538,905.00	-	552,584.43
GF CAPITAL PROJECT FUNDS						
11-0100 Claim on Pooled Cash	-		(17,075.08)	-	-	(17,075.08)
11-0105 TexPool 2020 CO Bond Funds	-	4,169,000.00	-	-	469.36	4,169,469.36
TOTAL GF CAPITAL PROJECT FUNDS	-	4,169,000.00	(17,075.08)	-	469.36	4,152,394.28
BRAHMAN RANCH PID FUND						
56-0100 Claim on Pooled Cash	-	-	(1,949.25)	30,000.00	-	28,050.75
TOTAL BRAHMAN RANCH PID FUND	-	-	(1,949.25)	30,000.00	-	28,050.75
TOTAL GOVERNMENTAL FUNDS	\$ 3,361,779.06	\$ 4,731,426.02	\$ (856,459.26)	\$ (172,250.00)	\$ 4,064.95	\$ 7,068,560.77
BUSINESS-TYPE ACTIVITIES						
WATER/SEWER OPERATING FUND						
60-0100 Claim on Pooled Cash	(54,793.51)	961,336.37	(809,807.50)	97,250.00	-	193,985.36
60-0102 MM-W/S Savings Account	1,484,421.49	-	-	(44,117.00)	2,504.98	1,442,809.47
60-0105 CD CNB of Texas - W/S Fund1 6m	52,141.81	-	-	-	-	52,141.81
60-0105 CD CNB of Texas - W/S Fund2 6m	27,855.29	-	-	-	-	27,855.29
60-0116 TexPool W/S Operating Fund	131,280.38	-	-	-	58.83	131,339.21
60-0117 TexPool 2002 Force Main Constr	344.53	-	-	-	-	344.53
TOTAL WATER/SEWER OPERATING FUND	1,641,249.99	961,336.37	(809,807.50)	53,133.00	2,563.81	1,848,475.67
W/S DEBT SERVICE FUND						
60-0104 MM-W/S Debt I&S Account	184,101.73	-	-	119,117.00	567.74	303,786.47
TOTAL W/S DEBT SERVICE FUND	184,101.73	-	-	119,117.00	567.74	303,786.47
W/S CAPITAL PROJECTS FUND						
64-0102 2018 CO Bond Account	2,001,413.33	-	-	-	3,860.37	2,005,273.70
64-0105 TexPool 2018 CO Bond Fund	1,526.81	-	-	-	0.92	1,527.73
TOTAL CAPITAL PROJECTS FUND	2,002,940.14	-	-	-	3,861.29	2,006,801.43
TOTAL BUSINESS-TYPE ACTIVITIES	3,828,291.86	961,336.37	(809,807.50)	172,250.00	6,992.84	4,159,063.57
TOTAL CASH AND INVESTMENTS	\$ 7,190,070.92	\$ 5,692,762.39	\$ (1,666,266.76)	\$ -	\$ 11,057.79	\$ 11,227,624.34

Fund/Account Name	Beginning Bank Balance	Deposits	Withdrawals	Transfers	Interest	Ending Bank Balance
99-0100 POOLED CASH ACCOUNT:						
10-0100 Claim on Pooled Cash	\$ (142,164.01)	\$ 451,084.88	\$ (649,359.16)	\$ (293,905.00)	\$ -	\$ (634,343.29)
11-0100 Claim on Pooled Cash	-	-	(17,075.08)	-	-	(17,075.08)
20-0100 Claim on Pooled Cash	267,640.04	1,416.64	(43,700.00)	(222,250.00)	-	3,106.68
30-0100 Claim on Pooled Cash	(74,941.69)	72,685.00	(63,371.72)	71,736.41	-	6,108.00
40-0100 Claim on Pooled Cash	29,130.34	-	-	(29,130.34)	-	-
45-0100 Claim on Pooled Cash	1,300.55	276.00	(1,576.55)	-	-	-
46-0100 Claim on Pooled Cash	20,101.53	321.00	-	-	-	20,422.53
47-0100 Claim on Pooled Cash	349.20	300.00	-	-	-	649.20
50-0100 Claim on Pooled Cash	52,721.14	36,342.50	(68,509.00)	-	-	20,554.64
51-0100 Claim on Pooled Cash	-	-	(6,875.21)	538,905.00	-	532,029.79
56-0100 Claim on Pooled Cash	-	-	(1,949.25)	30,000.00	-	28,050.75
60-0100 Claim on Pooled Cash	(54,793.51)	961,336.37	(809,807.50)	97,250.00	-	193,985.36
Total 99-0100 Pooled Cash Account	\$ 99,343.59	\$ 1,523,762.39	\$ (1,662,223.47)	\$ 192,606.07	\$ -	\$ 153,488.58

ARTICLE V. - FOOD ESTABLISHMENTS

Sec. 10-163. - Definitions.

The words and terms used in this article that are not defined herein shall have the meanings commonly ascribed to them. Words used in the present tense include the future tense. Words in the singular number include the plural number and words in the plural number include the singular number. The word he shall be defined to include the word she.

Authorized agent or employee means the employees or contractors working at the direction of the regulatory authority.

City means the City of Venus, Texas.

Food establishment means:

- (1) A food service establishment, a retail food store, a temporary food establishment, a mobile food unit, food truck and/or a roadside food vendor;
- (2) An operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption, such as a restaurant, satellite or catered feeding location, catering operation, if the operation provides food directly or indirectly to people for consumption;
- (3) A market, vending location, conveyance used to transport people, institution, or food bank/pantry;
- (4) The transportation vehicle or central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority; and
- (5) An operation that is conducted in a mobile, stationary, temporary or permanent facility or location where the consumption of food takes place on or off premises, regardless of whether there is a charge for the food served. This includes pop-up restaurants located in a temporary location.

Regulatory authority means the City of Venus, Texas, its staff and professional contractors working at its direction.

State rules means the state rules found in 25 V.T.C.A. Administrative Code chapter 228. These rules are commonly known as the "Texas Food Establishment Rules."

(Ord. No. [653-2018-05](#), § A, 5-14-2018)

Editor's note— Ord. No. [653-2018-05](#), § A, adopted May 14, 2018, renumbered § 10-163 as § 10-168.

Sec. 10-164. - Grease traps.

- (a) All food establishments, including school and prison cafeterias, must be equipped with a grease trap. A plumbing permit must be obtained by a licensed plumber prior to installation of a grease trap. Grease traps will be installed and sized in accordance with currently adopted plumbing code. The standard size grease trap for most food establishments will be a 1,000-gallon trap. However, the minimum grease trap allowed for smaller operations will be a 50-pound trap.
- (b) Grease traps installed in food establishments shall be located outside of the establishment unless approved in writing by the city. A grease trap may not be installed in any part of a building where food is handled. Grease traps shall be located to be easily accessible for cleaning.
- (c) All grease trap waste shall be pumped and removed and its tanks thoroughly cleaned at least once every three months. Any deviation from this schedule must be granted in writing from the city. The

city may require additional plumbing, increase the frequency of cleansings or require immediate pumping of a grease trap if it deems it necessary in order to prevent grease from entering the city's sanitary sewer system. Any establishment which utilizes microorganisms in any grease trap within the city will still be required to comply with the plumbing schedule.

- (d) All grease waste must be transported by a grease hauler licensed by the Texas Natural Resource Conservation Commission (TNRCC). The grease hauler is responsible for proper disposal of grease waste in an approved permitted site. It is the responsibility of the grease hauler to forward a copy of each waste trip ticket to the city.
- (e) Exceptions. Mobile food vendors, roadside vendors, temporary food establishments, day care centers, churches, and concession stands are exempt from the requirement of grease traps. The city may grant other exceptions based upon food operations.

(Ord. No. 250-2001, § 2, 10-29-2001; Ord. No. [653-2018-05](#), § A, 5-14-2018)

Sec. 10-165. - Backflow prevention and cross connection control.

All food establishments must comply with chapter 32, utilities, article V, backflow and cross connection control program of this Code in regard to plumbing and backflow prevention/cross-connections as well as any applicable adopted plumbing code and state law.

(Ord. No. [653-2018-05](#), § A, 5-14-2018)

Sec. 10-166. - Permit required.

A person may not operate a food establishment without a permit issued by the regulatory authority. Permits are not transferrable from one person or entity to another or from one location to another location, except as otherwise permitted by this article. A valid permit must be visibly posted in or on every food establishment regulated by this article.

(Ord. No. [653-2018-05](#), § A, 5-14-2018)

Sec. 10-167. - Application for permit and fees.

- (a) Any person desiring to operate a food establishment must make a written application for a permit on forms provided by the regulatory authority. The application must contain the name and address of each applicant, the location and type of the proposed food establishment and the applicable fee. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.
- (b) Prior to the approval of an initial permit or the renewal of an existing permit, the regulatory authority shall inspect the proposed food establishment to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules will be denied a permit or the renewal of a permit.
- (c) Fees for permits issued under this article shall be set by city council and included in the master fee schedule.

(Ord. No. [653-2018-05](#), § A, 5-14-2018)

Sec. 10-168. - Review of plans.

- (a) Whenever a food establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the regulatory authority for review before work is begun. Extensive remodeling means that 20 percent or greater of the area of the food establishment is to be remodeled or when equipment required by the rules is to be relocated or removed. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction of materials of work areas, and the type and model of proposed fixed equipment and facilities. The plans and specifications will be approved by the regulatory authority if they meet the requirements of the rules adopted by this article. The approved plans and specifications must be followed in construction, remodeling or conversion.
- (b) Failure to follow the approved plans and specifications will result in a permit denial, suspension, or revocation.
- (c) Fees for the review of plans shall be issued by the regulatory authority, set by city council and included in the master fee schedule.

(Ord. No. 250-2001, § 1, 10-29-2001; Ord. No. [653-2018-05](#), § A, 5-14-2018)

Editor's note— See editor's note, § 10-163.

Sec. 10-169. - Inspections.

- (a) Before a permit is issued, the city or its authorized representative shall inspect and approve the food establishment. An inspection of a food establishment shall be performed at least two times annually and shall be prioritized based upon assessment of a food establishment's compliance and potential of causing food-borne illness according to V.T.C.A. Administrative Code, Title 24, Part 1, Chapter 228, Rule § 228.249.
- (b) Refusal of an owner, manager or employee to allow the authorized representative of the regulatory authority, upon presentation of credentials, to inspect any permitted business or operation therein during normal business hours will result in an immediate suspension of the permit, requiring all permitted activities to abate until after such time as a hearing may be held per section 10-173 of this article.

(Ord. No. [653-2018-05](#), § A, 5-14-2018)

Sec. 10-170. - Food manager/food handler education.

- (a) *Requirements.*
 - (1) Each food service establishment shall have at least one person employed in a managerial capacity possessing a current food manager certificate approved by the regulatory authority.
 - (2) Each food service establishment with six or more employees that is required to have certified food managers must have at least one certified manager on site during all operations.
 - (3) Every employee of a food service establishment other than a certified food manager must maintain a valid food handler certification.
 - (4) Food handler certification shall be valid for a period of up to two years as determined by the regulatory authority.
 - (5) Food manager and food handler certification documentation must be maintained in the food service establishment and presented upon request by the regulatory authority.
- (b) *Exceptions.* Food manager certificates will not be required for the following:

- (1) Food service establishments providing only beverages, popcorn, prepackaged foods or commercially prepared candy or nuts;
 - (2) Nonprofit organizations except those operating schools, day cares, nursing homes, halfway houses or boarding homes; or
 - (3) Temporary or special event food service establishments.
- (c) For the purposes of this section, a nonprofit organization shall mean an organization which has been granted an exemption or is exempt from the payment of federal income taxes.

(Ord. No. [653-2018-05](#), § A, 5-14-2018)

Sec. 10-171. - Permit suspension.

- (a) The regulatory authority may, without warning, notice, or hearing suspend any permit to operate a food establishment if the operation of the food establishment constitutes an imminent hazard to public health. Suspension is effective upon service of the notice required by subsection (b). When a permit is suspended, food operations shall immediately cease. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing within ten days of receipt of a request for a hearing.
- (b) Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the regulatory authority by the holder of the permit within ten days. If no written request for hearing is filed within ten days, the suspension is sustained. The regulatory authority may end the suspension at any time if reasons for suspension no longer exists.

(Ord. No. [653-2018-05](#), § A, 5-14-2018)

Sec. 10-172. - Permit revocation.

- (a) The regulatory authority may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for interference with the regulatory authority in the performance of its duties. Prior to revocation, the regulatory authority shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the regulatory authority by the holder of the permit within such ten-day period.
- (b) If no request for hearing is filed within the ten day period, the revocation of the permit becomes final.

(Ord. No. [653-2018-05](#), § A, 5-14-2018)

Sec. 10-173. - Administrative process.

- (a) A notice as required in these rules is properly served when it is delivered to the holder of the permit or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit as shown on their permit application. A copy of the notice shall be filed in the records of the regulatory authority.
- (b) The hearings provided for in these rules shall be conducted by the regulatory authority at a time and place designated by it. Based upon the recorded evidence of such hearing, the regulatory authority shall make final findings, and shall sustain, modify or rescind any notice or order considered in the

hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the regulatory authority.

(Ord. No. [653-2018-05](#), § A, 5-14-2018)

Sec. 10-174. - Remedies.

- (a) Any person who violates a provision of these rules and any person who is the permit holder of or otherwise operates a food establishment that does not comply with the requirements of these rules and any responsible officer of that permit holder or those persons shall be fined not more than \$2,000.00.
- (b) Each day that a violation of this article occurs constitutes a separate offense.
- (c) The regulatory authority may seek to enjoin violations of these rules pursuant to state law, including, but not limited to V.T.C.A. Health and Safety Code § 437.015.

(Ord. No. [653-2018-05](#), § A, 5-14-2018)

Secs. 10-175—10-199. - Reserved.

CITY OF VENUS TECHNOLOGY USE POLICY

SECTION 1. PURPOSE

The purpose of this policy is to establish guidelines for the operation of the City's computer system, including both integrated and non-integrated components, and to provide direction as to the appropriate usage of electronic mail (email) and the Internet provided by the City of Venus. This policy is intended to protect the property of the City of Venus and to facilitate an efficient working environment. This policy applies to all personnel utilizing City equipment, software and technology.

SECTION 2. USE OF INTERNET AND EMAIL

Only those employees who have been specifically authorized by proper authority to use the Internet for City of Venus business shall be allowed to access the Internet, and the sites that are accessed by those who are authorized shall be limited to those sites that relate to the necessary business of the City of Venus.

The Internet and email system hardware is to be exclusively used for the purpose of conducting the business of the City of Venus and in limited situations, for personal use, and is the property of the City of Venus.

Therefore, all electronic messages completed, sent, or received on the Internet and email system are, and remain, the sole property of the City of Venus. The use of email is public, and is a privilege which is subject to revocation at any time for use that is in conflict with any provision of this policy.

Restrictions may be placed upon email use to protect the City and its resources. Email is not considered private. Therefore employees should not transmit confidential information with this system. Any messages may be utilized in litigation and disciplinary proceedings.

SECTION 3. MONITORING

The City reserves the right to access and disclose all messages created, sent, and received through its electronic mail system. All electronic messages and usage records are retrievable and may be inspected by the Network Administrator or City Attorney.

The City reserves the right to utilize Internet Surveillance Programs which traces users' steps and monitors employee use of the email system or the Internet. Employees should not consider their Internet usage or email communications to be private. Electronic mail transmissions and other use of the electronic communications systems are not confidential and can be monitored at any time to ensure appropriate use.

There exists no right to privacy and contents are subject to review and to open record requests.

SECTION 4. PERMITTED USES OF THE INTERNET

The following are given as examples of permitted uses of the Internet:

1. Research/Education related to City-related business, communication with professional associations and other governmental entities, universities, businesses and/or individuals associated with the facilitation of City business.
2. Filing of reports relating to various areas of City operations that are required or permitted by state and federal agencies.
3. Distribution of information to the general public under City guidelines and policies for the release of information pursuant to the Texas Public Information Act and other applicable laws.
4. Communication among City employees and professional colleagues, which facilitates work assignments and professional discussion in a work-related field of knowledge.
5. Purchasing, communication with vendors and suppliers, and receiving quotes and obtaining specifications for equipment/material.
6. Registration for conferences, schools and seminars.
7. Making arrangements (airline, hotel, etc.) for travel.
8. Obtaining weather reports.
9. Researching/obtaining news reports from newspapers, publications and other media sources.
10. Receipt of newsletters, bulletins, reports, etc. from professional organizations.
11. Announcements of personnel vacancies.
12. Any other use that is related to the City's business that is not prohibited by copyright or any other provision of this policy, or any other City policy or state or federal law.
13. Occasional personal, non-City business, City Internet use while on break, lunch, before shift, after shift, or while off-duty in accordance with the rules set forth in this policy (Visiting news sites, booking personal travel, accessing web-based personal email, etc.) is permitted. Employees may also use the Internet for professional activities, career development, and to accomplish valid job responsibilities more effectively.
14. Accessing the City's wireless connection from personal computers in accordance with the rules set forth in this policy.

SECTION 5. PROHIBITED USES OF INTERNET AND/OR EMAIL

1. Use of the system to create any offensive or disruptive messages. Among those are messages that are unlawful, defamatory, libelous, pornographic, profane, threatening, obscene, harassing, offensive or unprofessional, or that are disrespectful of others, or those that contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sexual orientation, race, physical attributes, religious or political beliefs, national origin or disability.
2. Accessing any site that is sexually or racially offensive or discriminatory, displaying or downloading or distributing any sexually explicit material, or violation of the City's confidentiality policy.
3. Playing games on City of Venus computers is prohibited, except in the case where the employee is on standby duty with no other job function being required at that time, and is specifically authorized to do so by the employee's direct supervisor.
4. Gaining, or attempting to gain, unauthorized access to the City's proprietary network or computer system or any other proprietary network or computer system.
5. Any attempt to obstruct other employee's work by consuming gratuitously large amounts of system resources or by deliberately crashing any City computer system.

6. Any attempt to damage computer equipment or software.
7. Any attempt to alter software configurations.
8. Any attempt to cause degradation of system performance.
9. Any use of any City workstation for illegal or criminal purpose.
10. Any violation of copyright laws of software licensing agreements.
11. Downloading or installation of any unauthorized software.
12. Participation in chat rooms.
13. Sending or receiving anonymous e-mail, encrypted messages, or chain letters.
14. Messages shall not be transmitted using another person's name or under an assumed name.
15. Unless specifically authorized to do so by proper authority, employees may not retrieve or read any Internet or email messages for which they are not the intended and appropriate recipient.

SECTION 6. SOCIAL NETWORKING AND BLOGGING

The City of Venus views social networking sites (e.g., MySpace.com, Facebook, Friendster, etc.), personal Web sites, and Weblogs positively and respects the right of its employees to use them as a medium of self-expression. However, accessing such sites utilizing City of Venus's Internet service and/or from City of Venus computer equipment, is expressly prohibited whether during work hours or off-duty. This includes the City of Venus's wireless Internet connection.

And, if during non-work hours and not utilizing the City's Internet service, an employee chooses to identify himself or herself on such Internet venues, some readers of such Web sites or blogs may view the employee as a representative or spokesperson of the City. In light of this possibility, the City of Venus requests, but does not require, that employees observe the following guidelines when referring to the City of Venus, its programs or activities, and/or other employees, in a blog or on a Web site.

1. Show respect in all communications and blogs related to or referencing the City of Venus, and/or other employees.
2. Refrain from using obscenities, profanity, or vulgar language.
3. Do not use blogs or personal Web sites to disparage the City of Venus or other employees of the City.
4. Do not use blogs or personal Web sites to harass, bully, or intimidate other employees. Behaviors that constitute harassment and bullying include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, or disability; sexually suggestive, humiliating, or demeaning comments; and threats to stalk, haze, or physically injure another employee.
5. Do not use blogs or personal Web sites to discuss engaging in conduct that is prohibited by City of Venus policy during working hours.
6. Do not post pictures of other employees on a Web site without obtaining written permission.

SECTION 7. SOFTWARE SECURITY

All software contained on CD's or disks that are provided with computers and related equipment that is purchased by the City, or those that are directly purchased by the City, are

to be kept in a secure location by the Network Administrator, and are not to be used or loaned in any manner that is not consistent with the copyright provisions that apply.

SECTION 8. PASSWORDS

Personal passwords are not an assurance of confidentiality, and the Internet itself is not secure. The confidentiality of any message should not be assumed. Even when a message is erased, it is still possible to retrieve and read the message.

Passwords do not belong to the user, as they are the property of the City of Venus and are utilized to protect against non-authorized persons accessing the network system. Employees must disclose all passwords to the designated authority within the City of Venus or they are invalid and cannot be used.

If a user needs to access a different computer than the one that is usually used, the user shall log in using his/her own password. Users shall not share their password with anyone else other than upon the direction of the Network Administrator. Once disclosed, the Network Administrator shall allow the employee to create a new, confidential password.

Users shall not allow other persons to perform any activity with their password. Users are responsible for all activity performed with their password regardless of how it was obtained.

SECTION 9. PUBLIC INFORMATION REQUESTS

All requests for information contained on City computer hard drives or discs that emanate from sources external to the City shall be handled pursuant to the State of TEXAS PUBLIC INFORMATION ACT as defined in the City's policy for the release of public information.

SECTION 10. COPYRIGHT RESTRICTIONS

The unauthorized reproduction or distribution of copyrighted materials, except as permitted by the principles of "fair use", is prohibited by U. S. copyright law (Title 17, U. S. Code). Any software or other material downloaded (received) or uploaded (sent) by City of Venus computers may be used only with the explicit permission of the copyright holder.

Prior authorization from the Network Administrator is required before introducing any software into the City of Venus computer system. Employees may not download entertainment software, games or any other software unrelated to their work.

Any responsibility for any consequences of copyright infringement lies with the user. The City expressly disclaims any liability or responsibility arising from access to or use of information obtained through its electronic information systems, or any consequences thereof. Unlawful activities will be dealt with in a serious and appropriate manner, and the user may be subject to prosecution by local, state or federal officials. Additionally, disciplinary action, up to and including termination, could be applied.

SECTION 11. NO CITY REPRESENTATION

Only authorized employees may communicate on the Internet on behalf of the City of Venus.

Employees may not express opinions or personal views that could be construed as being those of the City of Venus. Employees may not state their City affiliation on the Internet unless required as part of their assigned duties.

SECTION 12. EQUIPMENT MAINTENANCE/PROTECTION

Computers are to be cleaned only with compressed air or a moist, lint free rag. Water or cleaning fluid is not to be used on the keyboard, monitor or printer. Should any computer equipment get wet, the machine is to be turned off and disconnected from the power source. The equipment is not to be turned on again until it has been confirmed that the equipment is moisture free. In the event of a power outage, the computer and printer are to be disconnected from the power source, and are not to be reconnected until the power source returns to normal. All computer equipment is to be plugged into an approved surge protector, and never is to be connected directly to the power source. Repairs and/or modifications to equipment are to be performed only by qualified technicians designated by the appropriate City authority.

SECTION 13. VIRUS PROTECTION

All City of Venus computers are to be equipped with up-to-date virus protection software, and all external software that is introduced into City computers is to be checked for viruses before use in the system. Users shall leave the virus protection software enabled at all times. Anti-virus software is to be kept current by ensuring that updated revisions are downloaded at such intervals as are recommended by the vendor. It should be noted that the virus detection software will detect viruses, but will not automatically eliminate them. Therefore, the user must follow the prompts from the virus protection software. Emails that do not clearly identify the sender are not to be opened. E-mails from senders that you do not recognize are not to be opened. Email attachments that are executed files, with an .EXE or .COM extension, are not to be opened without first scanning them with a virus checker and confirming their legitimacy.

SECTION 14. USE OF SCREEN SAVERS/BACKGROUNDS

No screen savers or background are to be used on any City of Venus computer that is deemed to be offensive or inappropriate by the responsible supervisor.

SECTION 15. VIOLATIONS OF THIS POLICY

Any violation of this policy or use of the Internet or email for improper purposes shall subject the employee to loss of computer access and/or disciplinary action, including immediate termination.

SECTION 16. EMPLOYEE SEPARATION

Upon separation from the City's employment, the former employee's access to the City's computer system and all of its components shall be immediately revoked and all electronic communications shall remain the property of the City of Venus and not of the former employee.

SECTION 17. EXECUTION OF FORM

Employee Technology Use Agreement Form: This form confirms that the user employee will read, understand, and comply with all of the provisions of this policy. All employees whose job duties require or allow use of the City's technology shall be required to sign this form after they have read the policy and before use of City of Venus equipment and Internet services. (Form Attached).

EMPLOYEE TECHNOLOGY USE AGREEMENT FORM CITY OF VENUS COMPUTER USE POLICY

I, _____, have read and I understand all of the terms and conditions enumerated in the City of Venus Technology Use Policy, and I agree to fully abide by all provisions of this policy, and as may hereafter be amended.

Employee Signature

Department

Date