

JAMES BURGESS

Mayor

RITA BISHOP

Councilmember Place 1

KAYLA SANGUINETTI

Councilmember Place 2



JEANIE SCOTT

Mayor Pro Tem/

Councilmember Place 3

GERONIMO HERNANDEZ

Councilmember Place 4

PHYLLIS LEWIS

Councilmember Place 5

VENUS SPECIAL CALLED COUNCIL MEETING

Venus Civic Center

210 South Walnut

Venus, Texas 76084

Monday, September 27, 2021 7:00 PM

Page

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

2. Announcements from Mayor:

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

3. Citizen Public Comment Period:

Citizens may sign up before the meeting begins and will be allowed up to 5 minutes to address the Mayor and Council. 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 special called meeting on September 9, 2021.

- 4.2. Approval of meeting minutes for City Council regular meeting on September 13, 2021.
- 4.3. Approval of meeting minutes for City Council special called meeting September 20, 2021.
I make a motion to approve the consent agenda as presented.

5. Public Hearings:

- 5.1. Conduct Public Hearing regarding proposed FY 2021-2022 annual budget.
Open Public Hearing:
Close Public Hearing:
- 5.2. Conduct Public Hearing regarding the proposed voter-approval tax rate of 0.807224.
Open Public Hearing:
Close Public Hearing:

6. Discussion and Consideration items

- 6.1. Discuss and consider Ordinance No. 736-2021-09 adopting the Annual Budget for the City of Venus, Texas for the fiscal year beginning October 1, 2021, and ending September 30, 2022; and appropriating those amounts to those object accounts, containing a severability clause. A roll call vote is required for adoption. adopting FY 2021-2022 annual budget
[736-2021-09-VENUS Ordinance adopt 2021-2022 budget.pdf](#)

I make a motion to approve/deny Ordinance No. 736-2021-09. 6 - 10
- 6.2. Discuss and consider Ordinance No. 737-2021-09 proposing the adoption of a property tax rate for 2021 tax year of \$0.807224 per \$100 valuation for the City of Venus, Johnson County, Texas, consisted of \$0.628408/\$100 value maintenance and operation rate and \$0.178816/\$100 value debt rate, per the specific requirements provided under Texas Property Tax Code; authorizing the levy, assessment and collection of ad valorem taxes based upon the established rate; declaring distribution of said tax rate in the general fund 11 - 13

and the debt service fund of the City; and providing for a severability clause.

[737-2021-09-VENUS tax rate ordinance 21-22.pdf](#) 

I make a motion to approve/deny Ordinance No. 737-2021-09.

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| 6.3. | Discuss and consider Resolution No. 16-2021-09 ratifying property tax increase reflected in adopted FY 2021-2022 budget. | 14 - 16 |
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[16-2021-09-Resolution to Ratify Budget.pdf](#) 

I make a motion to approve/deny Resolution No. 16-2021-09.

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| 6.4. | Discuss and consider Resolution No. 11-2021-09 declaring the necessity to acquire I. a 25-foot wide permanent water and sanitary sewer easement consisting of approximately 0.955 acres (41,614 square feet) of land out of the B.B.B. & C Railroad Company survey, Abstract Number 93, Johnson County, Texas and II. A temporary construction easement consisting of approximately 0.764 acres (33,295 Square Feet) for the water tower and sewer project. | 17 - 19 |
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[11-2021-09-VENUS resolution condeman Saldena 54.82 acres.pdf](#) 

I make a motion to approve/deny Resolution No. 11-2021-09.

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| 6.5. | Discuss and consider Resolution No. 12-2021-09 declaring the necessity to acquire I. a 25-foot wide permanent water and sanitary sewer easement consisting of approximately 8.65 (376794 square feet) of land out of the B.B.B. & C Railroad Company survey, Abstract Number 93, Johnson County, Texas and II. A temporary construction easement consisting of approximately 0.082 acres (3,585 Square Feet) for the water tower and sewer project. | 20 - 22 |
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[12-2021-09-VENUS resolution Longhorn Locker 8.65 ACRES.pdf](#) 

I make a motion to approve/deny Resolution No. 12-2021-09.

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| 6.6. | Discuss and consider Resolution No. 13-2021-09 declaring the necessity to acquire I. a 25-foot wide permanent water and sanitary sewer easement consisting of approximately 0.695 acres (30,265 square feet) of land out of the B.B.B. & C | 23 - 25 |
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Railroad Company survey, Abstract Number 93, Johnson County, Texas and II. A temporary construction easement consisting of approximately 0.575 acres (25,054 Square Feet) for the water tower and sewer project.

[13-2021-09-VENUS resolution condemn Saldena 71.80 acres.pdf](#) 

I make a motion to approve/deny Resolution No. 13-2021-09.

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| 6.7. | Discuss and consider Resolution No. 14-2021-09 declaring the necessity to acquire I. a 25-foot wide permanent water and sanitary sewer easement consisting of approximately 0.072 acres (3,131 square feet) of land out of the B.B.B. & C Railroad Company survey, Abstract Number 93, Johnson County, Texas, recorded in the map records of Johnson County, Texas, adjacent to the Western Border of the above described 25-foot sanitary sewer easement for the water tower and sewer project. | 26 - 28 |
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[14-2021-09-VENUS Longhorn Locker Resolution .5 acres.pdf](#) 

I make a motion to approve/deny Resolution No. 14-2021-09.

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| 6.8. | Discuss and consider Resolution No. 15-2021-09 updating the Master Fee Schedule. | 29 - 54 |
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[15-2021-09-VENUS Resolution Amended master fee 2021.pdf](#) 

[Master Fee adopted pdf](#) 

I make a motion to approve/deny Resolution No. 15-2021-09.

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| 6.9. | Discuss and consider authorizing the Mayor to enter into an Interlocal Cooperation Agreement for Public Improvement Assessment Collection between Johnson County, Texas and the City of Venus. | 55 - 63 |
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[2021 Venus Johnson PID Agreement.pdf](#) 

I make a motion to authorize the mayor to enter into an Interlocal Cooperation Agreement for Public Improvement Assessment Collection between Johnson County, Texas and the City of Venus.

7. Adjournment

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

This is to certify that a copy of this Notice of Meeting was posted on the bulletin of City Hall, 700 W. Hwy 67 Venus, Texas and at a place readily accessible to the general public at all times and to the City's website www.cityofvenus.org, Thursday, September 23, 2021 by 5:00 P.M..

Callie Green,
City Secretary

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

ORDINANCE NO. 736-2021-09

AN ORDINANCE OF THE CITY OF VENUS, TEXAS, ADOPTING THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING BUDGETARY APPROPRIATIONS FOR THE VARIOUS OPERATING FUNDS OF THE CITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Budget Officer has submitted a proposed budget of revenues and expenditures for conducting the affairs of the City and providing for a complete financial plan for FY 2021-2022 and the City Council has received the Budget Officer's proposed budget, a copy of which and all supporting schedules have been filed with the City Secretary of the City of Venus; and

WHEREAS, the proposed budget was made available for public inspection; and

WHEREAS, the City Council finds that the proposed Budget is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code Section 102.010; and

WHEREAS, following due notice, a public hearing was held on the proposed budget September 27, 2021, at which time all interested persons were given an opportunity to be heard for or against the estimates of any items therein; and

WHEREAS, upon full consideration of the matter, Council made such changes to the proposed budget which in their judgment are warranted and in the best interest of the taxpayers of the City of Venus and is proposed as recorded in Section 1.

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

SECTION 1. That the appropriations for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022, for the operation of different funds and purposes of the City of Venus be in accordance with Exhibit "A," "The Operating Budget", which is incorporated herein by reference and which is approved by fund appropriations as follows:

GOVERNMENTAL FUNDS:	FY 21-22
General Fund	\$ 4,154,878
Debt Service Fund	638,038
Venus Community Services Development Corporation	298,590
Street Maintenance Tax	175,000
Other	3,239
Capital Project Fund	5,480,000
Total Governmental Funds	<u>\$ 10,749,745</u>
BUSINESS-TYPE ACTIVITIES:	
Water, Sewer and Sanitation Fund	
Total Operating Expenses	\$ 3,586,431
Total Debt Payments	440,485
Total Capital Expenditures	180,000
Total Water, Sewer and Sanitation Fund	<u>\$ 4,206,916</u>

SECTION 2. Expenditures during the Fiscal Year were and shall be made in accordance with the budgeted appropriations approved by this ordinance and made a part hereof for all purposes.

SECTION 3. In administering the Budget as adopted herein, the City shall adhere to the adopted Financial Policies and Investment Policy of the City of Venus.

SECTION 4. That all provisions of the ordinance of the City of Venus in conflict with provisions of this ordinance, be and the same are hereby repealed, and all other provisions of the ordinances of the City of Venus not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same should not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

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

DULY PASSED by the City Council of the City of Venus, Texas, on the 27th day of September 2021.

APPROVED:

James L. Burgess, Mayor

ATTEST:

Callie Green, City Secretary

GOVERNMENTAL FUNDS
FY 21-22 PROPOSED BUDGETS

	Governmental Funds			Governmental Funds			Total Governmental Funds		
	General Fund	Debt Service Fund	VCSDC Fund	Street Maint Tax Fund	2021 Bond Fund	Other Funds	Proposed FY 21-22	Projected FY 20-21	% Change
BEGINNING FUND BALANCE	\$ 1,954,468	\$ 3,797	\$ 378,266	\$ 8,800	\$ -	\$ 2,000	\$ 2,347,331	\$ 2,834,642	-17%
REVENUES									
Property Taxes	2,058,208	585,672	-	-	-	-	2,643,880	1,986,660	33%
Sales Taxes	845,226	-	338,090	169,045	-	-	1,352,361	1,175,967	15%
Franchise Fees	135,445	-	-	-	-	-	135,445	131,500	3%
Licenses and Permits	789,390	-	-	-	-	-	789,390	794,824	-1%
Charge for Services	6,050	-	10,000	-	-	-	16,050	3,000	435%
Fines and Forfeitures	60,000	-	-	-	-	3,100	63,100	60,820	4%
Intergovernmental	1,400	-	-	-	-	-	1,400	11,090	-87%
Interest Earnings	8,000	550	500	500	-	-	9,550	15,812	-40%
Contributions	246,159	-	-	-	-	-	246,159	122,696	100%
Other	5,000	-	-	-	-	-	5,000	11,647	-57%
TOTAL REVENUES	4,154,878	586,222	348,590	169,545	-	3,100	5,262,335	4,314,016	22%
EXPENDITURES									
Planning and Development	468,306	-	-	-	-	-	468,306	624,814	-25%
Administration	-	-	-	-	-	-	-	587,448	-100%
City Administrator's Office	170,940	-	-	-	-	-	170,940	-	100%
City Secretary's Office	146,735	-	-	-	-	-	146,735	-	100%
Finance Department	160,518	550	-	-	-	-	161,068	-	100%
Human Resources Department	116,684	-	-	-	-	-	116,684	-	100%
Police Department	1,463,942	-	-	-	-	-	1,463,942	1,340,461	9%
Code Enforcement/Animal Control	96,142	-	-	-	-	-	96,142	64,262	50%
Municipal Court	101,598	-	-	-	-	3,239	104,837	102,657	2%
Fire Department	530,256	-	-	-	-	-	530,256	23,015	2204%
Streets Department	287,038	-	-	165,000	-	-	452,038	1,103,926	-59%
Parks and Recreation	287,933	-	-	-	-	-	287,933	-	100%
Non-Departmental	162,455	-	-	-	-	-	162,455	-	100%
Community Development	-	-	248,590	-	-	-	248,590	193,022	29%
Debt Payments	84,331	637,488	-	-	-	-	721,819	661,212	9%
Capital Outlay	78,000	-	50,000	10,000	-	-	138,000	90,344	53%
TOTAL EXPENDITURES	4,154,878	638,038	298,590	175,000	-	3,239	5,269,745	4,791,161	10%
OTHER FINANCING SOURCES (USES)									
Debt Proceeds	-	-	-	-	5,480,000	-	5,480,000	239,783	2185%
Capital Expenditures	-	-	-	-	(5,480,000)	-	(5,480,000)	(233,923)	2243%
Transfers In (Out)	-	50,000	(50,000)	-	-	-	-	-	0%
TOTAL OTHER FINANCING SOURCES (USES)	-	50,000	(50,000)	-	-	-	-	5,860	-100%
ENDING FUND BALANCE	\$ 1,954,468	\$ 1,981	\$ 378,266	\$ 3,345	\$ -	\$ 1,861	\$ 2,339,921	\$ 2,363,357	-1%

WATER, SEWER AND SANITATION FUND SUMMARY
STATEMENT OF REVENUES & EXPENDITURES
FIVE YEAR COMPARISON

	ACTUAL 2017-2018	ACTUAL 2018-2019	ACTUAL 2019-2020	PROJECTED 2020-2021	PROPOSED 2021-2022	
OPERATING REVENUES						
Water Revenue	\$ 950,651	\$ 941,129	\$ 1,003,680	\$ 1,106,008	\$ 1,265,735	14%
Sewer Revenue	1,157,856	1,203,126	1,635,372	1,699,169	2,130,193	25%
Sanitation Revenue	275,630	275,363	365,357	505,671	703,302	39%
Administrative Revenue	39,664	32,176	26,857	21,034	21,000	0%
TOTAL OPERATING REVENUES	2,423,801	2,451,794	3,031,266	3,331,882	4,120,230	24%
OPERATING EXPENSES						
Water Department	Prior to FY 21-22, operating budgets by departments are not available. Until available, total expenses by fiscal year will be used for comparison purposes.				1,054,418	100%
Sewer Department					1,485,622	100%
Sanitation Department					676,252	100%
Administration Department					370,139	100%
TOTAL OPERATING EXPENSES	1,545,482	1,964,779	2,227,549	2,851,182	3,586,431	26%
OPERATING INCOME	878,319	487,015	803,717	480,700	533,799	11%
NONOPERATING REVENUES (EXPENSES)						
Investment Earnings	2,266	3,916	12,677	6,180	5,000	-19%
Debt Principal Payments	(259,083)	(295,018)	(314,662)	(318,333)	(327,013)	3%
Debt Interest Payments	(101,131)	(142,416)	(128,181)	(122,974)	(113,472)	-8%
Other Revenue (Expenses)	(63,283)	-	18,101	-	5,000	100%
INCOME BEFORE CAPITAL AND TRANSFERS	457,088	53,497	391,652	45,573	103,314	127%
Capital Contributions	318,728	-	-	-	-	
Capital Expenditures	(476,902)	(209,342)	(179,871)	(43,573)	(180,000)	313%
Transfers In (Out)	(39,464)	-	172,250	-	-	0%
CHANGE IN FUND BALANCE	259,450	(155,845)	384,031	2,000	(76,686)	-100%
FUND BALANCE - BEGINNING OF YEAR	1,150,479	1,409,928	1,254,083	1,638,115	1,640,115	0%
FUND BALANCE - END OF YEAR	\$ 1,409,928	\$ 1,254,083	\$ 1,638,115	\$ 1,640,115	\$ 1,563,429	-5%
Less 120-days reserve					(1,323,918)	
Unassigned fund balance					\$ 239,511	

ORDINANCE NO. 737-2021-09

AN ORDINANCE OF THE CITY OF VENUS, TEXAS, LEVYING AN AD VALOREM TAX RATE FOR FISCAL YEAR 2021-2022 AT A RATE OF \$0.807224 PER ONE HUNDRED DOLLARS OF ASSESSED VALUE ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF VENUS AND TO PROVIDE REVENUES FOR CURRENT EXPENSES; PROVIDING DUE AND DELINQUENT DATES, PENALTIES AND INTEREST; REPEALING ALL ORDINANCES IN CONFLICT; DIRECTING THE TAX ASSESSOR-COLLECTOR TO ASSESS, ACCOUNT FOR, AND DISTRIBUTE THE PROPERTY TAXES AS HEREIN LEVIED.

WHEREAS, the City Council of the City of Venus, Texas, has approved the municipal budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022; and

WHEREAS, it is necessary that an ordinance be passed levying an ad valorem tax on all property, both real and personal, within the corporate limits of the City of Venus, Texas in accordance with such budget and the Texas Tax Code; and

WHEREAS, the proposed total tax rate for the 2021/2022 fiscal year is \$0.807224 per \$100 of valuation; and

WHEREAS, the proposed tax rate is considered the voter-approval tax rate.

WHEREAS, THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

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

SECTION 1. All of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

SECTION 2. The City Council levies, approves and orders to be assessed and collected for Fiscal Year 2021-2022, and for each subsequent calendar year until otherwise ordained, on all property in the limits of the City of Venus that is not exempt from taxation, a property (ad valorem) tax at the rate of \$ 0.807224 per \$100 of taxable value. The tax rate consists of two components, each of which are separately approved by Council: \$0.178816 per \$100 of taxable value, the rate that, if applied to the total taxable value, will impose the total amount published under Section 26.04(e)(3)(C) of the Texas Tax Code, less any amount of additional sales and use tax revenue that will be used to pay debt service; and \$0.628408 per \$100 of taxable value, the rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operation expenditures of the City for the coming year.

SECTION 3. The real and personal property tax appraisal rolls as certified by the Chief Appraiser of the Johnson County Appraisal District to the City Council for the 2021 tax year

are hereby accepted.

SECTION 4. That the record vote of the City Council adopting this ordinance is:

Council Members voting FOR adoption:

Council Members voting AGAINST adoption:

Council Members absent:

SECTION 5. There is hereby levied and ordered to be assessed and collected for the fiscal year beginning October 1, 2021, and ending September 30, 2022, and for each fiscal year thereafter until it be otherwise provided and ordained, on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Venus, Texas, and not exempt from taxation by the constitution of the State of Texas and valid state laws, an ad valorem tax rate of \$0.807224 on each One Hundred Dollars (\$100.00) assessed value of taxable property, which tax rate is apportioned and distributed as follows:

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE

CITY OF VENUS ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE.

SECTION 6. Taxes are payable to the Johnson County, Texas Tax Assessor-Collector. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 7. All ad valorem taxes shall become due and payable on October 1, 2021, and all ad valorem taxes for the year 2021 shall become delinquent after January 31, 2022. If any person fails to pay the ad valorem taxes on or before the 31st day of January 2022, the penalties and interest authorized by law shall incur.

SECTION 8. All ad valorem taxes shall become a lien upon the property against which assessed, and the Johnson County Tax assessor and collector is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and laws of the State of Texas and ordinances of the City, and shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and, the interest and penalty collected from such delinquent taxes shall be apportioned to the appropriate fund of the City. All delinquent taxes shall bear interest from date of delinquency at the rate as prescribed by state law.

SECTION 9. That all ordinances of the City of Venus in conflict with the provisions of this ordinance be, and the same are hereby, repealed.

SECTION 10. Taxes are payable at the offices of the Johnson County Tax Assessor-Collector. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 11. This ordinance shall take effect immediately from and after its passage, as the law in such cases provided.

DULY PASSED by the City Council of the City of Venus, Texas, on the 27th day of September 2021.

ATTEST:

APPROVED:

Callie Green, City Secretary

James L. Burgess, Mayor

CITY OF VENUS

RESOLUTION NO. 16-2021-09

A RESOLUTION OF THE CITY OF VENUS, TEXAS, RATIFYING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2021-2022; FUNDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; FILING OF BUDGET; REPEALER; SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE

WHEREAS, the City of Venus City Council ("City Council") seeks to enact and otherwise approve the City of Venus' ("City") budget for Fiscal Year 2021 – 2022; and

WHEREAS, the new fiscal year commences for the City on October 1, 2021; and

WHEREAS, the Budget as adopted raises more total property taxes than last year's budget by \$637,128, which is a thirty-two and seventeen one hundredths percent (32.17%) increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$426,995.00; and

WHEREAS, the Local Government Code § 102.007 requires the City ratify the Budget by a separate vote; and

WHEREAS, the City Council finds that the proposed Budget is for legitimate municipal purposes, and complies with Texas Local Government Chapter 102; and

WHEREAS, pursuant to Texas Local Government Code § 51.001 the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code §101.002, the City Council may manage and control the finances of the municipality; and

WHEREAS, the City Council finds that it is necessary and property for the good government, peace or order of the City to adopt an ordinance establishing a budget for the upcoming fiscal year; and

WHEREAS, the City has satisfied all statutory requirements for public notices and public hearings regarding the attached budget (*Attachment "A"*).

NOW, THEREFORE, BE IT by the City Council of the City of Venus, Texas, that:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

The City's budget for Fiscal Year 2021-2022 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Resolution for all intents and purposes.

3. REPEALER

To the extent reasonably possible, resolutions and ordinances are to be read together in harmony. However, all resolutions and ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated herein.

4. SEVERABILITY

Should any of these clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

5. FILING OF THE BUDGET

The City Secretary is hereby directed to file the budget on the website of the City and in the City's official records.

6. EFFECTIVE DATE

This Resolution shall be effective immediately upon passage and publication as provided for by law.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED and APPROVED, this the _____ day of September 2021, by the following roll call vote of the City Council of the City of Venus, Texas.

Councilmember Place 1 Bishop _____ *for* _____ *against* _____ *abstain* _____ *absent*

Councilmember Place 2 Sanguinetti _____ *for* _____ *against* _____ *abstain* _____ *absent*

Councilmember Place 3/Mayor Pro Tem Scott _____ *for* _____ *against* _____ *abstain* _____ *absent*

Councilmember Place 4 Hernandez _____ *for* _____ *against* _____ *abstain* _____ *absent*

Councilmember Place 5 Lewis _____ *for* _____ *against* _____ *abstain* _____ *absent*

CITY OF VENUS, TEXAS:

James Burgess, Mayor

ATTEST:

Callie Green, City Secretary

RESOLUTION NO. 11-2021-09

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, DECLARING THE NECESSITY TO ACQUIRE I. A 25-FOOT WIDE PERMANENT WATER AND SANITARY SEWER EASEMENT CONSISTING OF APPROXIMATELY 0.955 ACRES (41,614 SQUARE FEET) OF LAND OUT OF THE B.B.B.&C RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 93, JOHNSON COUNTY, TEXAS, RECORDED IN THE MAP RECORDS OF JOHNSON COUNTY, TEXAS AND II. A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF APPROXIMATELY 0.764 ACRES (33,295 SQUARE FEET) ADJACENT TO THE WESTERN BORDER OF THE ABOVE DESCRIBED 25-FOOT SANITARY SEWER EASEMENT OUT OF THE B.B.B.&C RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 93, JOHNSON COUNTY, TEXAS, RECORDED IN THE MAP RECORDS OF JOHNSON COUNTY, TEXAS, FOR THE WATER TOWER AND SEWER PROJECT, DETERMINING THE PUBLIC NECESSITY FOR SUCH ACQUISITIONS; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR THE WATER TOWER AND SEWER PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF VENUS, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Venus, Texas ("City Council"), has determined that a 25-foot wide sanitary sewer easement consisting of approximately 0.955 acres (41,614 square feet) of land out of the B.B.B.&C. Railroad Company Survey, Abstract Number 93, Johnson County, Texas (the "Utility Easement"), and a temporary construction easement consisting of approximately 0.82 acres (33,295 square feet) adjacent to the western border of the above described 10-foot sanitary sewer easement out of the B.B.B.&C. Railroad Company Survey, Abstract Number 93, Johnson County, Texas (the "Temporary Construction Easement"). are appropriate for use by the City of Venus for the City's Water Tower and Sewer Project ("Utility Project"), and that there exists a public necessity to acquire the Utility Easement and Temporary Construction Easement for the City of Venus's Utility Project; and

WHEREAS, the Utility Easement is more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes; and the Temporary

Construction Easement is more particularly described in Exhibit “B,” which is attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, the City Council desires to acquire the Utility Easement and the Temporary Construction Easement for the aforementioned public uses in conjunction with the Utility Project because, in part, additional utility easements are necessary for the Garth Road Lift Station Expansion Project, which will facilitate growth in the area; and

WHEREAS, the City Council desires that the City Administrator, or designee, take all necessary steps to acquire the needed property interests, including, but not limited to the retention of appraisers, engineers and other consultants and experts, and that the City Administrator, or designee, negotiate the purchase of the property interests and, if unsuccessful in purchasing the needed property interests, to institute condemnation proceedings to acquire the Utility Easement and Temporary Construction Easement.

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

SECTION 1: That all the above recitals are hereby found to be true and correct legislative and factual findings of the City Council of the City of Venus, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2: That the City Council hereby finds and determines that a public use and necessity exists for the Utility Project and for the City of Venus to acquire the necessary property rights in the Utility Easement and Temporary Construction Easement deemed necessary for the Utility Project, as allowed by law, together with all necessary appurtenances, additions and improvements in, over, under, and through those certain lots, tracts or parcels of land.

SECTION 3: The City Administrator, or designee, is authorized and directed to negotiate for and to acquire the required property rights for the City of Venus, and to acquire said rights in compliance with State and Federal law. Moreover, the City Administrator, or designee, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that are deemed necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

SECTION 4: The City Administrator, or designee, is appointed as negotiator for the acquisition of the needed property interests and, as such, the City Administrator or designee is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose.

SECTION 5: If the City Administrator or designee determines that an agreement as to damages or compensation cannot be reached, then the City Administrator or designee is hereby authorized and directed to make the final offers in accordance with law as listed below to the below-named owners, or other parties in interest believed to be the true owners of said property or to the actual real and true owners thereof, whether correctly named or not, for the purchase and

acquisition by the City of Venus of property necessary for the Utility Project: PROPERTY OWNER FINAL OFFER: Utility Easement for Saldena Properties, L.P. \$12,484.00 and Temporary Construction Easement for Saldena Properties, L.P. \$1,997.00. Additionally, the City Attorney is authorized to file or cause to be filed, against the owner(s) and interested parties of the needed property interests, proceedings in eminent domain to acquire the above-stated interests in Utility Easement and Temporary Construction Easement.

SECTION 6: Should such offer be accepted, the money above set forth shall be paid out of any appropriation heretofore made for the public purposes for which the above-described property interests are required. Should such offer not be accepted, the amount finally awarded to the owner in the condemnation proceeding, plus costs, fees and expenses shall be paid out of such funds so appropriated.

SECTION 7: This resolution shall take effect immediately from and after its passage by the City Council of the City of Venus.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of Venus, Texas.

PASSED AND APPROVED this 27th day of September 2021.

APPROVED:

By: _____
James L. Burgess, Mayor

ATTEST:

By: _____
Callie Green, City Secretary

RESOLUTION NO. 12-2021-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, DECLARING THE NECESSITY TO ACQUIRE I. A 25-FOOT WIDE PERMANENT WATER AND SANITARY SEWER EASEMENT CONSISTING OF APPROXIMATELY 8.65 ACRES (376794 SQUARE FEET) OF LAND OUT OF THE B.B.B.&C RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 93, JOHNSON COUNTY, TEXAS, RECORDED IN THE MAP RECORDS OF JOHNSON COUNTY, TEXAS AND II. A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF APPROXIMATELY 0.082ACRES (3,585 SQUARE FEET) ADJACENT TO THE WESTERN BORDER OF THE ABOVE DESCRIBED 25-FOOT SANITARY SEWER EASEMENT OUT OF THE B.B.B.&C RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 93, JOHNSON COUNTY, TEXAS, FOR THE WATER TOWER AND SEWER PROJECT, DETERMINING THE PUBLIC NECESSITY FOR SUCH ACQUISITIONS; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR THE WATER TOWER AND SEWER PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF VENUS, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Venus, Texas ("City Council"), has determined that a 25-foot wide sanitary sewer easement consisting of approximately 0.082 acres (3,585 square feet) of land out of the B.B.B.& C. Railroad Company Survey, Abstract Number 93, Johnson County, Texas (the "Utility Easement"), and a temporary construction easement consisting of approximately 0.082 acres (3,585 square feet) adjacent to the western border of the above described 10-foot sanitary sewer easement out of the B.B.B.&C. Railroad Company Survey, Abstract Number 93, Johnson County, Texas (the "Temporary Construction Easement"). are appropriate for use by the City of Venus for the City's Water Tower and Sewer Project ("Utility Project"), and that there exists a public necessity to acquire the Utility Easement and Temporary Construction Easement for the City of Venus's Utility Project; and

WHEREAS, the Utility Easement is more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes; and the Temporary

Construction Easement is more particularly described in Exhibit “B,” which is attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, the City Council desires to acquire the Utility Easement and the Temporary Construction Easement for the aforementioned public uses in conjunction with the Utility Project because, in part, additional utility easements are necessary for the Garth Road Lift Station Expansion Project, which will facilitate growth in the area; and

WHEREAS, the City Council desires that the City Administrator, or designee, take all necessary steps to acquire the needed property interests, including, but not limited to the retention of appraisers, engineers and other consultants and experts, and that the City Administrator, or designee, negotiate the purchase of the property interests and, if unsuccessful in purchasing the needed property interests, to institute condemnation proceedings to acquire the Utility Easement and Temporary Construction Easement.

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

SECTION 1: That all the above recitals are hereby found to be true and correct legislative and factual findings of the City Council of the City of Venus, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2: That the City Council hereby finds and determines that a public use and necessity exists for the Utility Project and for the City of Venus to acquire the necessary property rights in the Utility Easement and Temporary Construction Easement deemed necessary for the Utility Project, as allowed by law, together with all necessary appurtenances, additions and improvements in, over, under, and through those certain lots, tracts or parcels of land.

SECTION 3: The City Administrator, or designee, is authorized and directed to negotiate for and to acquire the required property rights for the City of Venus, and to acquire said rights in compliance with State and Federal law. Moreover, the City Administrator, or designee, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that are deemed necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

SECTION 4: The City Administrator, or designee, is appointed as negotiator for the acquisition of the needed property interests and, as such, the City Administrator or designee is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose.

SECTION 5: If the City Administrator or designee determines that an agreement as to damages or compensation cannot be reached, then the City Administrator or designee is hereby authorized and directed to make the final offers in accordance with law as listed below to the below-named owners, or other parties in interest believed to be the true owners of said property or to the actual real and true owners thereof, whether correctly named or not, for the purchase and

acquisition by the City of Venus of property necessary for the Utility Project: PROPERTY OWNER FINAL OFFER: Utility Easement for Longhorn Locker Company LLC \$3,976.25 and Temporary Construction Easement for Longhorn Locker Company LLC \$3,976.25. Additionally, the City Attorney is authorized to file or cause to be filed, against the owner(s) and interested parties of the needed property interests, proceedings in eminent domain to acquire the above-stated interests in Utility Easement and Temporary Construction Easement.

SECTION 6: Should such offer be accepted, the money above set forth shall be paid out of any appropriation heretofore made for the public purposes for which the above-described property interests are required. Should such offer not be accepted, the amount finally awarded to the owner in the condemnation proceeding, plus costs, fees and expenses shall be paid out of such funds so appropriated.

SECTION 7: This resolution shall take effect immediately from and after its passage by the City Council of the City of Venus.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of Venus, Texas.

PASSED AND APPROVED this 27th day of September 2021.

APPROVED:

By: _____
James L. Burgess, Mayor

ATTEST:

By: _____
Callie Green, City Secretary

RESOLUTION NO. 13-2021-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, DECLARING THE NECESSITY TO ACQUIRE I. A 25-FOOT WIDE PERMANENT WATER AND SANITARY SEWER EASEMENT CONSISTING OF APPROXIMATELY 0.695 ACRES (30,265 SQUARE FEET) OF LAND OUT OF THE B.B.B.&C RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 93, JOHNSON COUNTY, TEXAS, RECORDED IN THE MAP RECORDS OF JOHNSON COUNTY, TEXAS AND II. A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF APPROXIMATELY 0.575 ACRES (25,054 SQUARE FEET) ADJACENT TO THE WESTERN BORDER OF THE ABOVE DESCRIBED 25-FOOT SANITARY SEWER EASEMENT OUT OF THE B.B.B.&C RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 93, JOHNSON COUNTY, TEXAS, RECORDED IN THE MAP RECORDS OF JOHNSON COUNTY, TEXAS, FOR THE WATER TOWER AND SEWER PROJECT, DETERMINING THE PUBLIC NECESSITY FOR SUCH ACQUISITIONS; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR THE WATER TOWER AND SEWER PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF VENUS, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Venus, Texas ("City Council"), has determined that a 25-foot wide sanitary sewer easement consisting of approximately 0.695 acres (30,265 square feet) of land out of the B.B.B.&C. Railroad Company Survey, Abstract Number 93, Johnson County, Texas (the "Utility Easement"), and a temporary construction easement consisting of approximately 0.575 acres (25,054 square feet) adjacent to the western border of the above described 10-foot sanitary sewer easement out of the B.B.B.&C. Railroad Company Survey, Abstract Number 93, Johnson County, Texas (the "Temporary Construction Easement"). are appropriate for use by the City of Venus for the City's Water Tower and Sewer Project ("Utility Project"), and that there exists a public necessity to acquire the Utility Easement and Temporary Construction Easement for the City of Venus's Utility Project; and

WHEREAS, the Utility Easement is more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes; and the Temporary

Construction Easement is more particularly described in Exhibit “B,” which is attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, the City Council desires to acquire the Utility Easement and the Temporary Construction Easement for the aforementioned public uses in conjunction with the Utility Project because, in part, additional utility easements are necessary for the Garth Road Lift Station Expansion Project, which will facilitate growth in the area; and

WHEREAS, the City Council desires that the City Administrator, or designee, take all necessary steps to acquire the needed property interests, including, but not limited to the retention of appraisers, engineers and other consultants and experts, and that the City Administrator, or designee, negotiate the purchase of the property interests and, if unsuccessful in purchasing the needed property interests, to institute condemnation proceedings to acquire the Utility Easement and Temporary Construction Easement.

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

SECTION 1: That all the above recitals are hereby found to be true and correct legislative and factual findings of the City Council of the City of Venus, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2: That the City Council hereby finds and determines that a public use and necessity exists for the Utility Project and for the City of Venus to acquire the necessary property rights in the Utility Easement and Temporary Construction Easement deemed necessary for the Utility Project, as allowed by law, together with all necessary appurtenances, additions and improvements in, over, under, and through those certain lots, tracts or parcels of land.

SECTION 3: The City Administrator, or designee, is authorized and directed to negotiate for and to acquire the required property rights for the City of Venus, and to acquire said rights in compliance with State and Federal law. Moreover, the City Administrator, or designee, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that are deemed necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

SECTION 4: The City Administrator, or designee, is appointed as negotiator for the acquisition of the needed property interests and, as such, the City Administrator or designee is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose.

SECTION 5: If the City Administrator or designee determines that an agreement as to damages or compensation cannot be reached, then the City Administrator or designee is hereby authorized and directed to make the final offers in accordance with law as listed below to the below-named owners, or other parties in interest believed to be the true owners of said property or to the actual real and true owners thereof, whether correctly named or not, for the purchase and

acquisition by the City of Venus of property necessary for the Utility Project: PROPERTY OWNER FINAL OFFER: Utility Easement for Saldena Properties, L.P. \$9,080.00 and Temporary Construction Easement for Saldena Properties, L.P. \$1,504.00. Additionally, the City Attorney is authorized to file or cause to be filed, against the owner(s) and interested parties of the needed property interests, proceedings in eminent domain to acquire the above-stated interests in Utility Easement and Temporary Construction Easement.

SECTION 6: Should such offer be accepted, the money above set forth shall be paid out of any appropriation heretofore made for the public purposes for which the above-described property interests are required. Should such offer not be accepted, the amount finally awarded to the owner in the condemnation proceeding, plus costs, fees and expenses shall be paid out of such funds so appropriated.

SECTION 7: This resolution shall take effect immediately from and after its passage by the City Council of the City of Venus.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of Venus, Texas.

PASSED AND APPROVED this 27th day of September 2021.

APPROVED:

By: _____
James L. Burgess, Mayor

ATTEST:

By: _____
Callie Green, City Secretary

RESOLUTION NO. 14-2021-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, DECLARING THE NECESSITY TO ACQUIRE: (I) A 25-FOOT WIDE PERMANENT WATER AND SANITARY SEWER EASEMENT CONSISTING OF APPROXIMATELY 0.072 ACRES (3,131 SQUARE FEET) OF LAND OUT OF THE B.B.B.&C RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 93, JOHNSON COUNTY, TEXAS, RECORDED IN THE MAP RECORDS OF JOHNSON COUNTY, TEXAS, ADJACENT TO THE WESTERN BORDER OF THE ABOVE DESCRIBED 25-FOOT SANITARY SEWER EASEMENT FOR THE WATER TOWER AND SEWER PROJECT; DETERMINING THE PUBLIC NECESSITY FOR SUCH ACQUISITIONS; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR THE WATER TOWER AND SEWER PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF VENUS, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Venus, Texas ("City Council"), has determined that a 25-foot wide sanitary sewer easement consisting of approximately .5 acres (21780 square feet) of land out of the B.B.B.& C. Railroad Company Survey, Abstract Number 93, Johnson County, Texas (the "Utility Easement"), and a temporary construction easement consisting of approximately 0.072 acres (3,131 square feet) adjacent to the western border of the above described 25-foot sanitary sewer easement out of the B.B.B.&C. Railroad Company Survey, Abstract Number 93, Johnson County, Texas (the "Temporary Construction Easement"). are appropriate for use by the City of Venus for the City's Water Tower and Sewer Project ("Utility Project"), and that there exists a public necessity to acquire the Utility Easement and Temporary Construction Easement for the City of Venus's Utility Project; and

WHEREAS, the Utility Easement is more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes; and the Temporary Construction Easement is more particularly described in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, the City Council desires to acquire the Utility Easement and the Temporary Construction Easement for the aforementioned public uses in conjunction with the Utility Project

because, in part, additional utility easements are necessary for the Water Tower and Sewer Project, which will facilitate growth in the area; and

WHEREAS, the City Council desires that the City Administrator, or designee, take all necessary steps to acquire the needed property interests, including, but not limited to the retention of appraisers, engineers and other consultants and experts, and that the City Administrator, or designee, negotiate the purchase of the property interests and, if unsuccessful in purchasing the needed property interests, to institute condemnation proceedings to acquire the Utility Easement and Temporary Construction Easement.

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

SECTION 1: That all of the above Recitals are hereby found to be true and correct legislative and factual findings of the City Council of the City of Venus, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2: That the City Council hereby finds and determines that a public use and necessity exists for the Utility Project and for the City of Venus to acquire the necessary property rights in the Utility Easement and Temporary Construction Easement deemed necessary for the Utility Project, as allowed by law, together with all necessary appurtenances, additions and improvements in, over, under, and through those certain lots, tracts or parcels of land.

SECTION 3: The City Administrator, or designee, is authorized and directed to negotiate for and to acquire the required property rights for the City of Venus, and to acquire said rights in compliance with State and Federal law. Moreover, the City Administrator, or designee, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that are deemed necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

SECTION 4: The City Administrator, or designee, is appointed as negotiator for the acquisition of the needed property interests and, as such, the City Administrator or designee is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose.

SECTION 5: If the City Administrator or designee determines that an agreement as to damages or compensation cannot be reached, then the City Administrator or designee is hereby authorized and directed to make the final offers in accordance with law as listed below to the below-named owners, or other parties in interest believed to be the true owners of said property or to the actual real and true owners thereof, whether correctly named or not, for the purchase and acquisition by the City of Venus of property necessary for the Utility Project: **PROPERTY OWNER FINAL OFFER:** Utility Easement for Longhorn Locker Company, LLC \$7,952.50. Additionally, the City Attorney is authorized to file or cause to be filed, against the owner(s) and

interested parties of the needed property interests, proceedings in eminent domain to acquire the above-stated interests in the Utility Easement.

SECTION 6: Should such offer be accepted, the money above set forth shall be paid out of any appropriation heretofore made for the public purposes for which the above-described property interests are required. Should such offer not be accepted, the amount finally awarded to the owner in the condemnation proceeding, plus costs, fees and expenses shall be paid out of such funds so appropriated.

SECTION 7: This resolution shall take effect immediately from and after its passage by the City Council of the City of Venus.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of Venus, Texas.

PASSED AND APPROVED this 27th day of September 2021.

APPROVED:

By: _____
James L. Burgess, Mayor

ATTEST:

By: _____
Callie Green, City Secretary

RESOLUTION 15-2021-09

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this ___ day of October, 2021.

APPROVED:

By: _____
James L. Burgess, Mayor

ATTEST:

By: _____
Callie Green, City Secretary

**EXHIBIT “A”
MASTER FEE SCHEDULE**

City of Venus, Texas

Ellis/Johnson Counties



Master Fee Schedule

Adopted: September 27, 2021

Master Fee Schedule

Table of Contents

Adopted: September 27, 2021

Description	Page
Code Enforcement	3
Fire Prevention	4
Parks & Recreation Rentals	7
Alcohol/Food Establishments	8
Open Record Management	11
Building Permit	12
Subdivision Development	14
Public Works Improvements	16
Utilities Billing	18
Zoning	20

Code Enforcement			
	</		

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

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

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

Parks & Recreation			
	Description	Current	Notes
	All Rental Fees and Deposit Due 5 Days prior to Rental		
	Fielder Park		
	Baseball Field without Lights (Resident) per day	\$ 25.00	
	Baseball Field with Lights (Resident) per day	\$ 25.00	
	Baseball Field without Lights (Non-Resident) per day	\$ 25.00	
	Baseball Field with Lights (Non-Resident) per day	\$ 75.00	
	Association/Organization Baseball Fields (per person per season)		
	Youth - Resident	\$ 5.00	
	Youth - Non-Resident	\$ 10.00	
	Adult - Resident	\$ 10.00	
	Adult - Non-Resident	\$ 15.00	
	Baseball Field Clean up Fee (Charged only if area around bleachers & dugouts not cleaned by renter)	\$ 100.00	
	Concession Stand Rental for Associations & Organizations (For private sales in Park) per day	\$ 60.00	
	Concession Stand Key Deposit (Refundable)	\$ 65.00	
	Concession Stand Cleanup Fee (Only charged if Concession Stand Not cleaned by Renter)	\$ 150.00	
	Key Deposit (Restroom & Lights)	\$ 50.00	
	Large Pavilion/Downtown Gazebo		
	Basic Usage Fee/First 2hrs of event (minimum)	\$ 25.00	
	Additional Hours (per hour)	\$ 10.00	
	Gazebo & Pavilion Cleanup Fee (Charged only if area around Pavilion not cleaned by renter)	\$ 150.00	
	Civic Center Rental Fees		
	Level A: Rental of Lobby		
	Cleaning Fee	\$ 75.00	
	Rental fee for first 2hrs	\$ 60.00	
	Additional per hour (after first 2hrs)	\$ 25.00	
	Level B: Rental of Lobby & Main Hall		
	Cleaning Fee	\$ 125.00	
	Rental fee for first 2hrs	\$ 60.00	
	Additional per hour (after first 2hrs)	\$ 25.00	
	Level C: Rental of Lobby, Main Hall, & Kitchen		
	Cleaning Fee	\$ 175.00	
	Rental fee for first 2hrs	\$ 90.00	
	Additional per hour (after first 2hrs)	\$ 25.00	
	Level D: Video & Sound System Rental w/Level A - C		
	Rental of Equipment (first 2hrs)	\$ 100.00	
	Additional per hour (after first 2hrs)	\$ 25.00	
	Rate of Equipment Operator (City Employee) per hour	\$ 50.00	
	Reservation fee (due at booking) nonrefundable	\$ 20.00	
	Deposit (Refundable)	\$ 300.00	
	Lost Key(s) Fee (if key(s) are not returned)	\$ 50.00	
	Damage Fee (if facility is damage in any way)	Actual Cost + \$50.00	
	Cancellation Fee	\$ 100.00	

Alcohol_Food_General			
	Description	Current	Notes
	Alcohol		
	Mixed Beverage Permit (Bar)	1/2 of TABC application fee	
	Mixed Beverage w/Food Permit (Bar, Restaurant, etc)	1/2 of TABC application fee	
	Package Store Permit (Liquor)	1/2 of TABC application fee	
	Wine & Beer Off Premise	1/2 of TABC application fee	
	Food Establishments		
	Food Permit	\$ 50.00	
	Food Permit Renewal	\$ 25.00	
	Mobile Food Vendor	\$ 150.00	
	Bi-Annual Inspection of food establishment (Annual fee)	\$ 100.00	
	Grease,Grit,Sand Trap		
	Grease,Grit,Sand Trap	\$ 100.00	
	Demolition		
	Residential	\$ 25.00	
	Commercial (require asbestos report)	\$ 100.00	
	Garage Sale		
	Garage Sale Permit (2 per year/3mth apart)	\$ 10.00	
	Peddler, Solicitors, Itinerant Vendor		
	Peddler, Solicitors, Itinerant Vendor Permit (business + one agent)	\$ 75.00	
	Additional individual agent	\$ 25.00	
	Residential Rental Property		
	Property Registration	\$ 25.00	
	Registration Renewal	\$ 10.00	
	Certificate of Occupancy		
	New Building	\$ 25.00	
	Existing Building	\$ 50.00	
	Clean & Show (for owner to get power turned on prior to tenant occupancy)	\$ 35.00	
	Certificate replacement	\$ 5.00	

Alcohol_Food_General		
	Description	Current
	Contractor Registration	
	Master Plumber	
	Master Electrician	
	Licensed Irrigator	\$ 100.00
	Mechanical	\$ -
	General Contractor	\$ 100.00
	Backflow Inspector	\$ 60.00
	Trade Permits	
	Electrical	\$ 100.00
	Meter change	\$ 25.00
	Temporary Pole	\$ 25.00
	Mechanical	\$ 100.00
	Residential HVAC	\$ 25.00
	Commercial HVAC	\$ 50.00
	Plumbing	\$ 100.00
	Water Heater	\$ 85.00
	Gas line replacement	Based on Valuation: Minimum \$25.00 & higher
	Sewer line replacement	Based on Valuation: Minimum \$25.00 & higher
	Water line replacement	Based on Valuation: Minimum \$25.00 & higher
	Irrigation System	\$ 85.00
	Backflow inspection	\$ 35.00

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

Alcohol_Food_General		
	Description	Current
	Signs	
	Pole signs	\$ 150.00
	Monument Sign	\$ 150.00
	Wall signs, marquee, projecting or roof sign	\$ 75.00
	Portable Sign	\$ 25.00
	Builder directional sign (annually)	\$ 30.00
	Lighted sign, electrical fee	\$ 150.00
	Awning/Canopy sign	\$ 75.00
	Reface	\$ 75.00
	Development/project sign (annually)	\$ 150.00
	Banners, flags, and pennants	\$ 25.00
	Temporary (45 days during a single calendar year)	\$ 25.00
	Solar Panels	
	Solar Panel review & inspections	\$ 160.00
	Accessory / Storage Building	
	Under 400 sq ft	\$ 50.00
	Over 400 sq ft	\$ 100.00
	Moving of Building(s)	
	Structure moving	\$ 100.00

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

Building Permit			
	Description	Fee	Notes
Plan Review			
Residential - New Construction - Add ons (closed-in area) (per sq ft)			
0 - 1500 sq ft	\$785.00		
1501 - 10,000 sq ft	\$785.00 for the first 1,500 sq ft. plus \$0.35 for each additional sq ft to and included 10,000 sq ft		
Over 10,001 sq ft	\$3,760.00 for the first 10,000 sq ft. plus \$0.15 for each additional sq ft to and included 10,000 sq ft		
Commercial/Multi-Family			
Valuation	Fee		
\$1.00 to \$10,000.00	\$50.00		
\$10,001.00 to \$25,000.00	\$70.69 for the first \$10,000.00 plus \$5.46 for each additional \$1,000.00		
\$25,001.00 to \$50,000.00	\$152.59 for the first \$25,000.00 plus \$3.94 for each additional \$1,000.00		
\$50,001.00 to \$100,000.00	\$251.09 for the first \$50,000.00 plus \$2.73 for each additional \$1,000.00		
\$100,001.00 to \$500,000.00	\$387.59 for the first \$100,000.00 plus \$2.19 for each additional \$1,000.00		
Residential - Additional Sq Ft to Main Structure/Remodel			
Plan review	\$0.18 per sq ft		
Permit fee	\$0.56 per sq ft		
Inspections			
Description	Fee		
Residential - New Construction	fee calculated with plan review		
Commercial/Multi-Family			
Valuation	Fee		
\$1.00 to \$10,000.00	\$76.92		
\$10,001.00 to \$25,000.00	\$108.75 for the first \$10,000.00 plus \$8.40 for each additional \$1,000.00		
\$25,001.00 to \$50,000.00	\$234.75 for the first \$25,000.00 plus \$6.06 for each additional \$1,000.00		
\$1,000,001.00 and up	\$3,365.25 for the first \$1,000,000.00 plus \$1.89 for each additional \$1,000.00		

Building Permit			
	Description	Fee	Notes
	Residential Alterations		
	Carports, decks, patios, pergola,gazebos, garages, retaining walls, window replacement		
	Valuation	Fee	
	\$1.00 to \$10,000.00	\$76.92	
	\$10,001.00 to \$25,000.00	\$108.75 for the first \$10,000.00 plus \$8.40 for each additional \$1,000.00	
	\$25,001.00 to \$50,000.00	\$234.75 for the first \$25,000.00 plus \$6.06 for each additional \$1,000.00	
	\$1,000,001.00 and up	\$3,365.25 for the first \$1,000,000.00 plus \$1.89 for each additional \$1,000.00	

Subdivision & Development		
	Description	Fee
	Park Fees	
	New Single Family Residence	\$ 100.00
	Outdoor Warning Siren - New Home	
	Warning siren fee (if opt out of Subdivision development construction) per lot	\$ 250.00
	Subdivision development siren construction (if not within 1 mile distance from operational siren)	Actual cost
	Plats	
	Includes initial review and one review after re-submittal	
	Description	Cost 1 to 5 lots
		Cost 6 to 20 lots
	Preliminary and/or Final Plat	\$400.00 (+50 per lot/acre)
	Additional Review - Preliminary and/or Final Plat	\$ 500.00
	Plat Revision	
	Preliminary Plat	1/2 of fee schedule in effect
	Filing/Recording Plat	
	Johnson County	\$50 + Actual Filing Fee
	Ellis County	\$50 + Actual Filing Fee
	Replat	
	Residential Application Fee	\$ 500.00
	Commercial Application Fee	\$ 1,000.00
	Amending/Minor/Vacating Plat	
	Residential	
	Application fee	\$ 500.00
	Development Plans	
	Site Plan Less than 2.00 Acres	\$ 1,000.00
	Site Plan More than 2.00 Acres	1000.00 + \$50.00/acre (150 acre max)
	Amendments to Approved Site Plan	\$ 200.00
	Floodplain Study Review	Actual cost + 15%
	Impact Fees	
	Water	\$ 3,500.00
	Sewer	\$ 3,500.00
	PID Fees	
	Fee (per lot)	\$ 2,500.00
	Professional Service Reimbursement Agreement	
	Fee (required at time petition is filed)	\$ 15,000.00

Subdivision & Development		
	Engineering Review Fees	
	Engineering Review Fees	Fee = \$2500 to cover anticipated engineer review costs such as clearing and grading, engineering construction plan, or permit. This fee covers an initial review and one additional review if review comments have been adequately addressed. Should a second review be required, it will be considered Extraordinary Review and fees. No application may be approved, issued, or recorded until the fees have been paid.
	Extraordinary Review/City Engineer	Actual cost + 15%

Cost 21 or more lots
\$1,2500.00 (+50 per lot/acre) Max \$6,500
\$ 500.00
1/2 of fee schedule in effect

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d until all outstanding

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

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

Utility Billing

Description	Current	Notes
Water		
Refundable water deposit for a home owner	\$ 100.00	
Refundable water deposit for a renter	\$ 150.00	
Refundable water deposit for commercial	\$ 200.00	
Returned check fee	\$ 25.00	
Residential - Water (monthly) (2001-5000: \$4.83 / 5001-Above: \$8.43)	\$50.75 minimum	
Small Business - Water (monthly) (2001-Above: \$7.13)	\$67.94 minimum	
Retail Business - Water (monthly) (5001 -15000: \$7.13 / 15001 - Over: \$8.18)	\$341.06 minimum	
Commercial - Water (monthly) (50001 - Above: \$7.90)	\$422.13 minimum	
Multi-Family - Water (monthly) (5001- Over: \$8.18)	\$1237.65 minimum	
Residential - Sewer (monthly)	\$68.64 minimum	
Small Business - Sewer (monthly) (5001 - 10000: \$3.65 / 10001 - Above: \$4.48)	\$72.91 minimum	
Retail Business - Sewer (monthly) (5001 - 15000: \$4.48 / 15001 - Above: \$6.65)	\$ 160.86 minimum	
Commercial - Sewer (monthly) (50001 - Above: \$7.10)	\$280.73 minimum	
Multi-Family - Sewer (monthly) (5001 - Above: \$5.06)	\$560.64 minimum	
Monthly charge for Commerical Irrigation	\$ 422.13	
Bulk water base	\$ 25.00	

Utility Billing		
Water late fee	10% of balance	
Disconnect fee	\$ 20.00	
After hours reconnect fees	\$ 40.00	
Tamper Fee	\$ 50.00	
Leak Check	\$ 25.00	
Meter Testing	\$ 25.00	
Re-read request	\$ 20.00	
Garabage		
Residential Polycart	\$ 16.29	
Residential Extra Polycart	\$ 5.96	
Commerical Load	\$ 21.54	
Extra Commerical Load	\$ 12.93	
Dumpster 2 yard dumped 1x a week	\$ 61.95	
Dumpster 2 yard dumped 2x a week	\$ 107.60	
Dumpster 2 yard dumped 3x a week	\$ 192.36	
Dumpster 3 yard dumped 1x a week	\$ 78.26	
Dumpster 3 yard dumped 2x a week	\$ 140.16	
Dumpster 3 yard dumped 3x a week	\$ 249.42	
Dumpster 4 yard dumped 1x a week	\$ 94.55	
Dumpster 4 yard dumped 2x a week	\$ 172.79	
Dumpster 4 yard dumped 3x a week	\$ 275.51	
Dumpster 6 yard dumped 1X a week	\$ 127.15	
Dumpster 6 yard dumped 2x a week	\$ 226.60	
Dumpster 6 yard dumped 3x a week	\$ 313.00	
Dumpster 8 yard dumped 1x a week	\$ 159.76	
Dumpster 8 yard dumped 2x a week	\$ 265.72	
Dumpster 8 yard dumped 3x a week	\$ 373.00	

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

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC
IMPROVEMENT ASSESSMENT COLLECTION BETWEEN
JOHNSON COUNTY, TEXAS AND THE CITY OF VENUS**

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between **JOHNSON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and the City of Venus, JOHNSON County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY**."

WHEREAS, **COUNTY** and **CITY** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY** has created and may create in the future Public Improvement Districts, hereinafter all referred to collectively as "**DISTRICT**," and has levied and will levy special assessments on properties within the boundaries of the **CITY**, and;

WHEREAS, pursuant to § 372.0175 of the Texas Local Government Code, **CITY** has the authority to contract with the **COUNTY** to perform the duties of **CITY** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A; and

NOW THEREFORE, **COUNTY** and **CITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1st day of _____, 2021. The term of this Agreement shall be for a period of one year, from _____, to and through _____. This Agreement shall be automatically renewed for additional one (1) year terms at the discretion of the COUNTY and CITY, unless written notice of

termination is provided each year by the terminating party prior to one hundred-fifty (150) days of the anniversary date of this Agreement. CITY agrees to deliver this agreement no later than September 17, 2021, in a manner required by COUNTY to fully execute said collection services by COUNTY.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** assessments. **CITY** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY** weekly (business day) based on assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** will issue to the owner, from

current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** further agrees to furnish written reports monthly to keep **CITY** informed of collections.

6. **CITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

III.

COUNTY hereby designates the Johnson County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY**.

IV.

It is understood and agreed between **COUNTY** and **CITY** that the **CITY**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY** assumes no responsibilities in connection therewith to third parties.

Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

COUNTY accepts responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

CITY accepts responsibility for the acts, negligence, and/or omissions of all **CITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY** to the extent allowed by law.

VI.

CITY understands and agrees that **CITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY**.

VII.

For the services rendered during the assessment year, **CITY** agrees to pay **COUNTY** for

the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed in October or as soon thereafter as practical. If **CITY** does not provide **COUNTY** with an assessment roll identifying the assessments levied by **CITY's** governing body under Local Government Code Section 372.017 on or before September 10, of each year, **COUNTY** may charge \$2.00 per tract, in addition to the other charges listed below. The assessment roll is to be in the form of a spreadsheet as required by the Tax Assessor/Collector and delivered to the Tax Assessor/Collector; delivery may be by CD, or FTP. All assessments become due on receipt of the tax statement each year. **Assessment roll is to be accompanied by the governing body resolution for each assessment year.** If the assessment roll is timely, the fee for this service and for the notices listed below will be a rate not to exceed \$1.20 per tract for properties on the Johnson County tax roll and \$2.00 per tract for accounts outside the county. The **CITY** will also pay a \$500 administrative fee to cover costs of administering these processes.
2. All collections will be collected under the provisions of the Tax Code as if the assessment were an ad valorem tax.
3. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).
4. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)
5. An additional notice will be sent during the month of March following the initial mailing for delinquent accounts.

6. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.
7. For accounts which become delinquent on or after June 1st and in which a 33.07 notice was not mailed, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.
8. In the event **DISTRICT** levies a supplemental assessment by order of its governing body after the assessment statements have already been mailed, **CITY** shall provide **COUNTY** with an updated assessment roll identifying the assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing corrected statements and said fee will be at a rate not to exceed \$1.20 per tract for properties on the Johnson County tax roll and \$2.00 per tract for accounts outside the county. **Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assessment(s).**
9. **CITY** understands and agrees that **COUNTY** will, no later than May 31, invoice the City for the services provided. If any supplemental assessments are made they will be invoiced within 60 days of receipt of the assessments.

CITY further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY** for any renewal year of this Agreement as a result of changes in postage, printing or other unforeseen cost, provided that **COUNTY** gives written notice to **CITY** sixty (60) days prior to the expiration date of the initial term of the Agreement.

VIII.

COUNTY agrees to remit all assessments, incurred collection penalties, and incurred collection interest collected on behalf of **CITY** and to deposit such funds into the **CITY** depositories, as designated:

1. For deposits of assessments and any penalties and interest accrued thereon by Tax Code 33.01, payment shall be by ACH to **CITY** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made weekly. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding refund, the **CITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

IX.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

X.

This Agreement represents the entire agreement between **CITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies. This

agreement supersedes any previous agreement between the parties as to collections for Public Improvement Districts.

XL

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge
Johnson County Courthouse
2 Main Street
Cleburne, Texas 76033
Telephone 817-556-6360

CITY:

City Manager
Venus City Hall
700 W Hwy 67
Venus, Texas 76084
Telephone: 972-366-3348

XII.

CITY hereby designates its City Manager to act on behalf of **CITY**, and to serve as Liaison for **CITY** to ensure the performance of all duties and obligations of **CITY** as stated in this Agreement. **CITY** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY** and **COUNTY**.

XIII

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

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this _____ day of _____ 2021.

COUNTY

CITY

BY: _____
Honorable Roger Harmon
JOHNSON County Judge

BY: _____
Honorable James L. Burgess
Mayor, City of Venus

ATTEST:

ATTEST:

BY: _____
Becky Ivey
Johnson County Clerk

BY: _____
Venus City Secretary

APPROVED AS TO FORM AND CONTENT:

Scott Porter
Johnson County
Tax Assessor/Collector