

ALEJANDRO GALAVIZ

Mayor

TERESA HOFFMAN

Council Member

TONY BOVINICH

Council Member



JESSICA KUYKENDALL

Council Member

GERONIMO HERNANDEZ

Council Member

DREW WILSON

Mayor Pro-Tem/

Council member

VENUS SPECIAL CALLED COUNCIL MEETING

Venus Civic Center

210 S. Walnut Street

Venus, Texas 76084

Monday, September 18, 2023 at 7:00 pm.

Page

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

2. Announcements from Mayor:

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

3. Citizen Public Comment Period:

Citizens may sign up before the meeting begins and will be allowed up to 4 minutes to address the Mayor and Council. The Mayor, Council members and staff members may not respond or converse with speakers during this time. The comments from the speaker must be in the form of a statement. By State law, no questions may be asked or answered for items not appearing on the agenda.

4. Discussion and Consideration Items:

- 4.1. Discuss and consider Preliminary Plat, which consists of 7 lots in Block A, Venus Village, being 12.655 acres out of the Radford Berry Survey Abstract Number 26, Johnson County, generally located north of US Highway 67 and west of north FM 157 in the City of Venus. (Ortiz)

5 - 24

[13- A Venus Village - Preliminary Plat Staff Report C C.pdf](#)  [13- B Vicinity Map.pdf](#)  [13- C Zoning Map.pdf](#)  [13- D Venus Village Preliminary Plat.pdf](#)  [13- E Site Plan.pdf](#)  [13- F Landscape](#)

I make a motion to approve/deny Preliminary Plat, which consists of 7 lots in Block A, Venus Village, being 12.655 acres out of the Radford Berry Survey Abstract Number 26, Johnson County, generally located north of US Highway 67 and west of north FM 157 in the City of Venus.

- 4.2. Discuss and consider entering into a contract with 30 Three Sixty Public Finance, INC. for consulting services relating to Public Improvement Districts.(Gazaway) 25 - 44

[City of Venus PID Agreement 09.08.2023.pdf](#) 

I make a motion to approve/deny entering into a contract with 30 Three Sixty Public Finance, INC. for consulting services relating to Public Improvement Districts and authorizing the Mayor to execute contract.

- 4.3. Discuss and consider Ordinance No. 786-2023-09 adopting the operating Budget for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024; 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. (Wyman) 45 - 48

[1- 786-2023-09 Adopt Budget 23-24.pdf](#) 

I make a motion to approve/deny Ordinance No. 786-2023-09 adopting the annual budget for fiscal year 2023-2024.

*****This item requires a roll-vote.*****

- 4.4. Discuss and consider Ordinance No. 787-2023-09 levying an Ad Valorem Tax Rate for Fiscal Year 2023-2024 to provide revenues for current expenses; providing due and delinquent dates, penalties and interest; repealing all Ordinance in conflict; directing the Tax Assessor- Collector to access, account for, and distribute the property taxes as herein levied. (Wyman) 49 - 51

[2- 787-2023-09-ad valorem tax 2023-2024.pdf](#) 

I make a motion to approve/deny Ordinance No. 787-2023-09.

- 4.5. Discuss and consider a Resolution ratifying the property tax 52

increase reflected in the City's Fiscal Year 2023-2024 operating budget. (Wyman)

[3- 22-2023-09-VENUS resolution ratifying tax rate.pdf](#) 

I make a motion to approve/deny Resolution No. 22-2023-09.

4.6. Discussion regarding the current water rates. (Mayor)

4.7. Discuss and consider repealing Resolution No. 03-2023-02 and replacing with Resolution No. 23-2023-09 making the Mayor the authorized official for grant #4758101 which was previously approved in February of 2023 with a different authorized official for rifle resistant vests. (Groom) 53 - 54

[Resolution Rifle Resistant Vests FY 2024 \(1\).docx](#) 

I make a motion to approve/deny Resolution No. 23-2023-09.

4.8. Discuss and consider a service contract with Ellis County ESD #2 for fire and EMS service for year 2023-2024. (Allen) 55 - 64

[Agenda Item Cover sheet- Flre.pdf](#)  [City of Venus Contract FY 24 - Final.pdf](#) 

I make a motion to approve/deny the service contract with Ellis County ESD #2 for fire and EMS service and authorizing the Mayor to execute contract.

4.9. Discuss and consider having a mural for the City of Venus painted on the side of the Civic Center. (Kuykendall)

I make a motion to _____.

5. Executive Session:

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

1. Discussion regarding the filed petition for release from the Extraterritorial Jurisdiction (ETJ) by Mr. and Mrs. Farrell for property generally located at 1308 Ozro Rd., Venus TX 76084.

5.1. Recess into Executive Session:

5.2. Reconvene into Open Session:

6. 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 board at 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, September 13, 2023 on or before 5:00 pm..

Callie Green, TRMC

City Secretary

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

Removed:_____

Time:_____



*Case Report – Venus Village – Preliminary Plat
City Council – September 11, 2023*

To: Mayor and City Council

From: Oscar Ortiz, CNU-A

Request: Consider a Preliminary Plat, which consists of 7 lots in Block A, Venus Village, being 12.655 acres out of the Radford Berry Survey Abstract Number 26, Johnson County, generally located north of US Highway 67 and west of N FM 157 in the City of Venus.

Owner: Saldena Properties, L.P.

Engineer: Bannister Engineering, Mansfield, TX.

Location: Generally located north of US Highway 67 and west of N FM 157.

Existing Zoning: C-2 (General Commercial) District.

Existing Use: Vacant

Proposed Land Use: Commercial.

Surrounding Zones: **North:** R-4 (Palladium Multi-family).
South: US Highway 67.
East: N FM 157.
West: Johnson County (Unincorporated land).

Introduction: The Preliminary Plat covers approximately 12.655 acres in Block A, which consists of 7 lots. Six lots will be commercial pad sites, and one lot will be a fuel station with a travel center/restaurant.

Background: The Saldena Property was annexed into the City of Venus on December 13, 2021 by Ordinance No. 7454-2021-12. The property was rezoned from Agricultural land (AG) to C-2 (General Commercial) District on December 13, 2021 by Ordinance No. 746-2021-12.

On December 13, 2021, The City Council approved a Conditional Use Permit (CUP) with the following conditions:

1. A six-foot (6') masonry screen wall be constructed ten feet (10) off the north property line and the CUP area,
2. A 10-foot-wide landscaping buffer be provided between the screen wall and the property line to include one canopy tree, two understory trees and eight shrubs per 100 linear feet.
3. Limit truck parking to four (4) hours, 24 hours a day.
4. Limit the truck parking spaces to 10 spots.

On August 30, 2023, the Planning and Zoning Commission recommended approval of the Preliminary Plat.

Analysis:

The plat has a total of 7 lots, six (6) lots are approximately one (1) acre are designated to be commercial pad sites, and one (1) lot is approximately 4.341 acres, which is designated to be a truck fuel station with a travel center/restaurant store. The travel center/restaurant is approximately 9,754 sq. ft. with 123 parking spaces (9 feet by 20 feet), and 4 ADA parking spaces.

There are two access driveways for internal circulation (26-foot and paved with concrete) west of N FM 157, and one access driveway (26-foot and paved with concrete) north of US Highway 67.

There is a 20-foot easement (for sidewalk and utility lines). Four-foot sidewalks and parking lights will be installed as each pad site is developed. Building setbacks are: Rear-yard setback 25 ft. Front-building setback 50 ft.

An 8-foot masonry screen wall adjacent to the north (Palladium) will be installed by the developer with a 20-foot landscape buffer to mitigate truck noise.

The property discharges storm water to the west towards the Grassy Creek. The lots under consideration for development are not within the 100-year floodplain. Water will be provided by Mountain Peak Special Utility District and sanitary sewer will be provided by the City of Venus.

The City Council shall use the following criteria and determine if it is adequate to serve the development and meet the city's subdivision ordinance for those facilities: wastewater, storm drainage, and easements. The City Council has authority to approve this Preliminary Plat subject to conformance with the regulations of the Subdivision Ordinance. The Council may take the following actions regarding this plat:

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

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

Staff

Recommendation:

Staff recommends that the City Council approves the Preliminary Plat, which consists of 7 lots in Block A, Venus Village, being 12.655 acres out of the Radford Berry Survey Abstract Number 26, Johnson County, generally located north of US Highway 67 and west of N FM 157 in the City of Venus.

Sample

Motion:

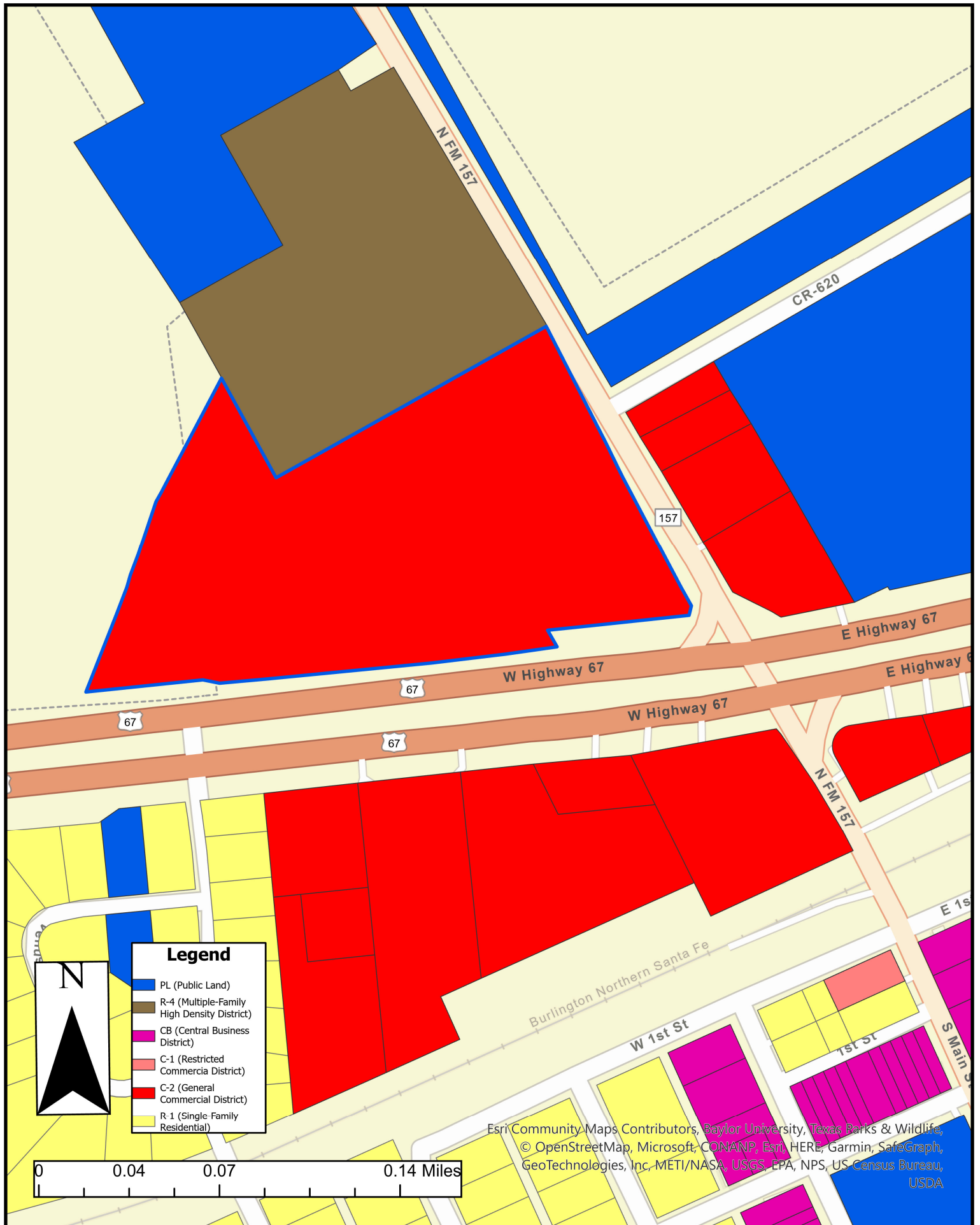
I move to approve/deny the Preliminary Plat, which consists of 7 lots in Block A, Venus Village, being 12.655 acres out of the Radford Berry Survey Abstract Number 26, Johnson County, generally located north of US Highway 67 and west of N FM 157 in the City of Venus as presented.

Attachments:

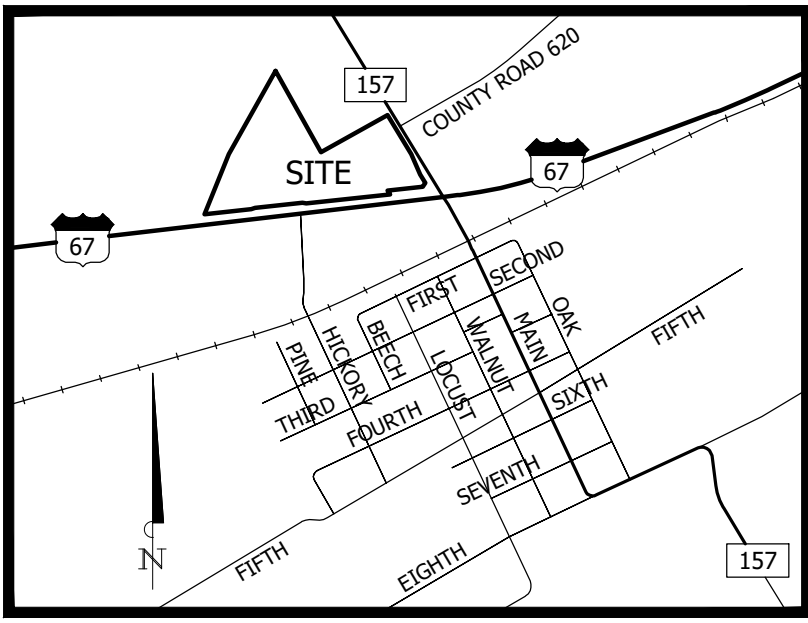
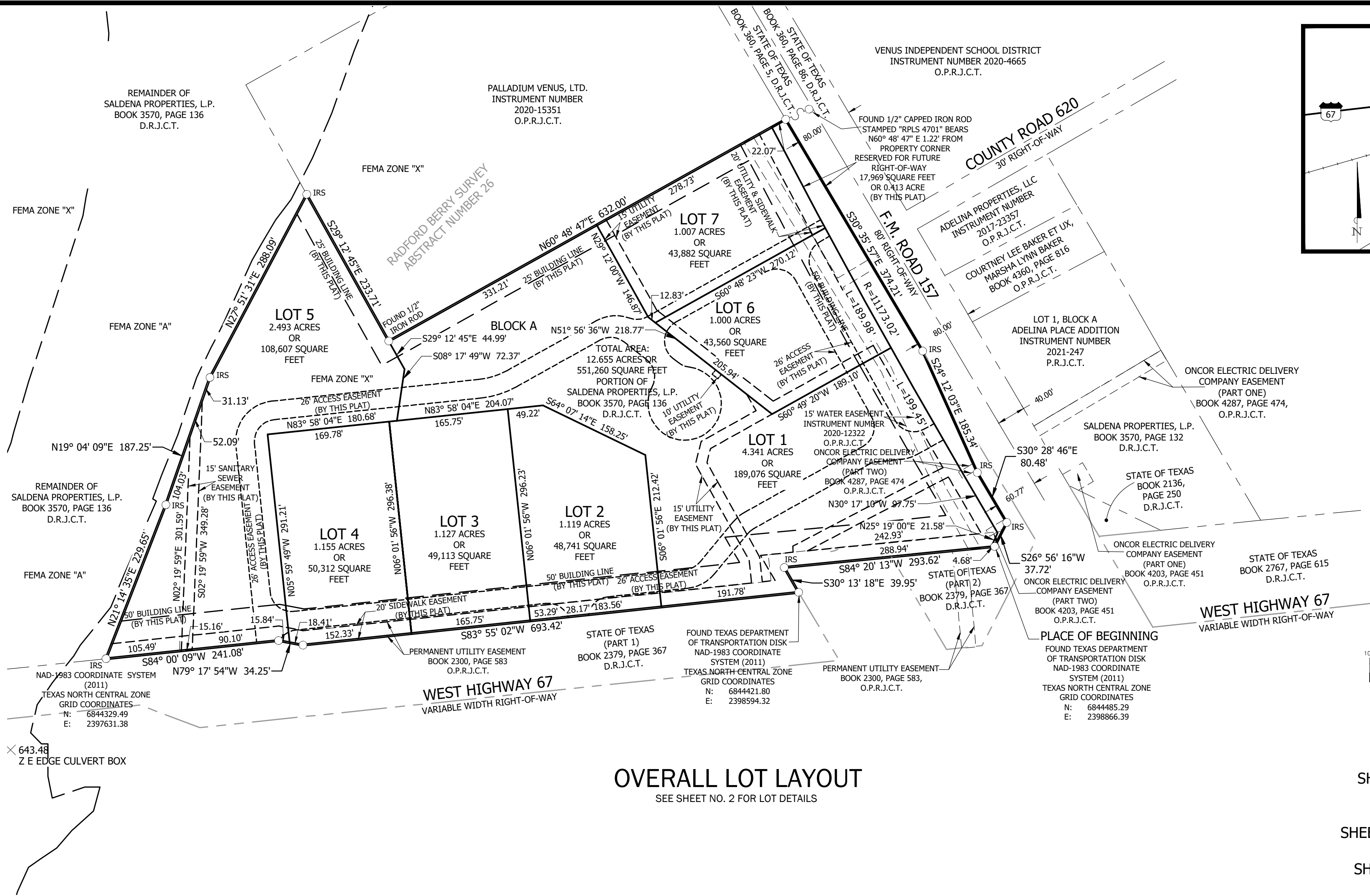
Vicinity Map
Zoning Map
Preliminary Plat
Site Plan
Landscape Plan
Site Pictures



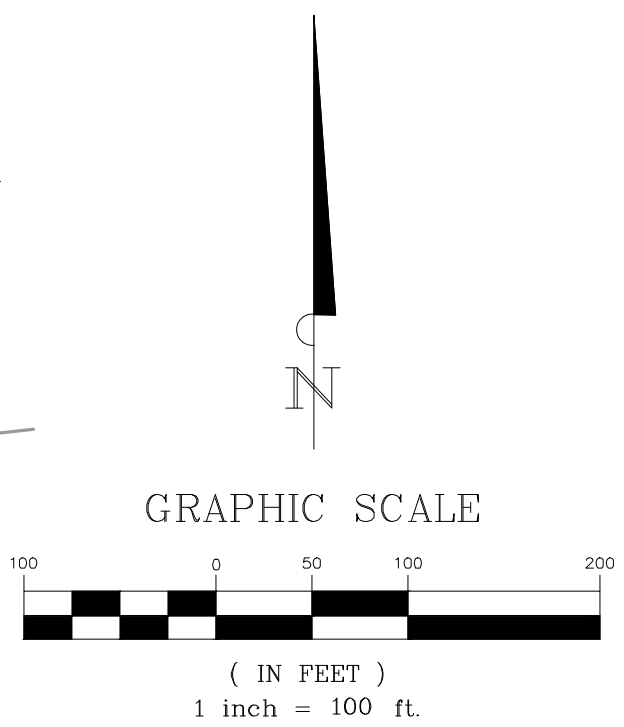
Vicinity Map



Zoning Map



VICINITY MAP
SCALE: 1" = 2000'
VENUS, TEXAS



OVERALL LOT LAYOUT
SEE SHEET NO. 2 FOR LOT DETAILS

SUBDIVISION DATA TABLE			
DESCRIPTION	NUMBER	ACRES	SQUARE FEET
LOTS	7	12.243	533,292
RIGHT-OF-WAY		0.412	17,968
TOTAL		12.655	551,260

LEGEND

N NORTH
S SOUTH
E EAST
W WEST

• DEGREES
' MINUTES/FEET
" SECONDS/INCHES

B.L. BUILDING LINE
U.E. UTILITY EASEMENT
O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS
JOHNSON COUNTY, TEXAS

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

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

WATER SERVICE:
MOUNTAIN PEAK SPECIAL
UTILITY DISTRICT
5671 WATERWORKS ROAD
MIDLOTHIAN, TX, 76065
PHONE: 972.775.3765
FAX: 972-775-6508
Email: office@mtpeakwater.com

SEWER SERVICE:
CITY SERVICE

ELECTRIC SERVICE:
UNITED COOPERATIVE
SERVICES
2601 S. INTERSTATE 35W
BURLESON, TEXAS 76028
PHONE: 817-782-8316

ENGINEER / SURVEYOR:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
CONTACT: MICHAEL DAVIS, RPLS
PHONE: 817-842-2094
Mike@bannistereng.com

OWNER / DEVELOPER:
SALDENA PROPERTIES, L.P.
105 YMCA DRIVE
WAXAHACHIE, TEXAS 75168
PHONE: 469-517-2000
CONTACT: WALID ALAMEDDINE

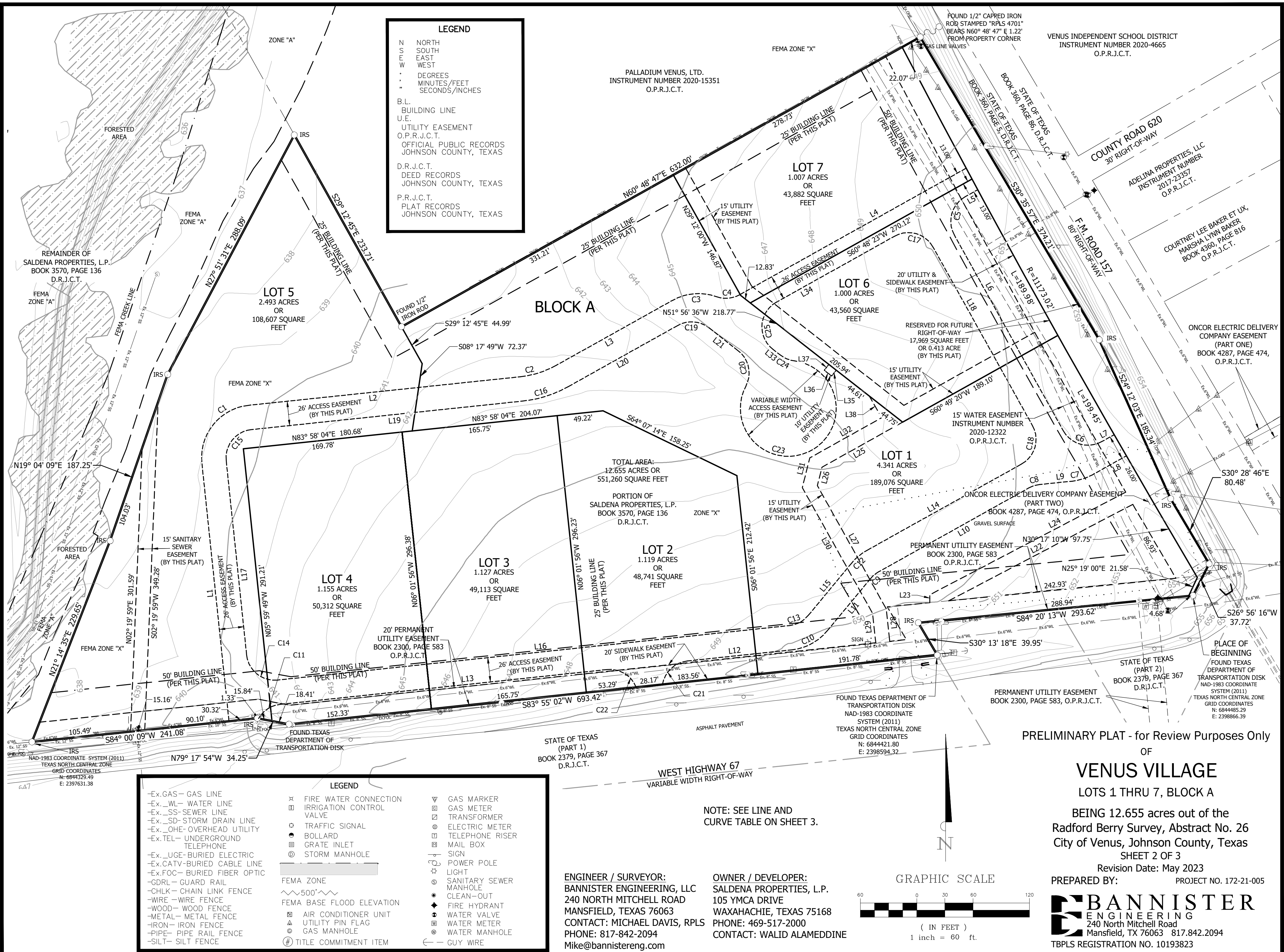
SHEET NO. 1 - COVER SHEET
OVERALL LOT LAYOUT

SHEET NO. 2 - LOT DETAIL SHEET

SHEET NO. 3 - DEDICATION &
CERTIFICATES

PRELIMINARY PLAT - for Review Purposes Only
OF
VENUS VILLAGE
LOTS 1 THRU 7, BLOCK A
BEING 12.655 acres out of the
Radford Berry Survey, Abstract No. 26
City of Venus, Johnson County, Texas
SHEET 1 OF 3
Revision Date: May 2023
PREPARED BY: PROJECT NO. 172-21-005

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



OWNER'S DEDICATION:

WHEREAS **SALDENA PROPERTIES, L.P.**, acting by and through it's authorized representative, is the sole owner of a 12.655 acres (551,260 square feet) of land in the Radford Berry Survey, Abstract No. 26, Johnson County, Texas; said 12.655 acres (551,260 square feet) of land being a portion of that certain tract of land described in a Assumption Special Warranty Deed to Saldena Properties, L.P. (hereinafter referred to Saldena Properties tract), as recorded in Book 3570, Page 136, Deed Records, Johnson County, Texas (D.R.J.C.T.); said 12.655 acres (551,260 square feet) of land being more particularly described, by metes and bounds, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **SALDENA PROPERTIES, L.P.**, acting by and through it's authorized representative, do hereby adopt this plat designating the herein-described property as **VENUS VILLAGE**, an addition to the City of Venus, Texas, and do hereby dedicate to the public use forever the streets and alleys shown thereon. The easements shown thereon are hereby reserved for the purposes as indicated and shall be open to fire, police and all public and private utilities for each use. The maintenance of paving on all easements is the responsibility of the property owner. No buildings, fences, trees, shrubs or other improvements shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using, or desiring to use same. All and any public utility shall have the full right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system on the easements and all public utilities shall at all times have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and addition to or removing all or parts of its respective system without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for reading meters and any maintenance and service required or ordinarily performed by that utility.

All utility easements shall also include additional area of working space for construction and maintenance of the public water and sanitary sewer systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services from the main to and including the meters and boxes, sewer laterals from the main to the curb or pavement line, and the descriptions of such additional easements herein granted shall be determined by their locations as installed.

The undersigned does covenant and agree that the access easement(s) dedicated on this plat may be utilized by any person, including the public, for ingress and egress to other real property, for both vehicular and pedestrian use and access, in, along, upon and across the premises containing the access easement(s).

This plat approved subject to all platting ordinances, rules, and regulations of the City of Venus, Texas.

WITNESS OUR HAND at _____, Texas, this the _____ 2023.

SALDENA PROEPRITIES, L.P., a Texas limited partnership

SALDENA, L.L.C., a Texas limited liability company, General Partner

By: _____

MOHAMED SHARAF, Vice President of Saldena, L.L.C.
General Partner of Saldena Properties, L.P.

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared MOHAMED SHARAF, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed, as Vice President of SALDENA, L.L.C., a Texas limited liability company, the General Partner of SALDENA PROPERTIES, L.P., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC in and for the STATE OF TEXAS

Line Table		
Line #	Length	Direction
L1	276.10'	N5° 59' 49"W
L2	290.38'	S84° 00' 11"W
L3	141.94'	S60° 48' 00"W
L4	275.62'	N60° 48' 23"E
L5	15.18'	N60° 48' 23"E
L6	238.29'	S29° 06' 40"E
L7	15.19'	S60° 53' 20"W
L8	41.41'	S60° 53' 20"W
L9	34.59'	S84° 08' 40"W
L10	183.21'	S60° 49' 05"W
L11	72.53'	S39° 37' 21"W
L12	111.99'	N83° 55' 09"E
L13	349.58'	N83° 55' 09"E
L14	188.89'	N60° 49' 05"E
L15	72.53'	N39° 37' 21"E
L16	547.50'	N83° 55' 09"E
L17	207.93'	S5° 59' 49"E
L18	217.50'	S29° 06' 40"E
L19	290.33'	S84° 00' 11"W
L20	133.61'	S60° 48' 00"W

Line Table		
Line #	Length	Direction
L21	39.62'	N51° 56' 36"W
L22	221.07'	N62° 20' 19"E
L23	8.37'	N0° 13' 04"W
L24	235.27'	N62° 20' 19"E
L25	98.26'	S60° 49' 20"W
L26	20.19'	S14° 06' 07"W
L27	150.09'	S29° 11' 36"E
L28	34.85'	S6° 23' 58"E
L29	31.74'	S6° 23' 58"E
L30	153.02'	S29° 11' 36"E
L31	32.62'	S14° 06' 07"W
L32	87.52'	S60° 49' 20"W
L33	9.90'	N51° 56' 36"W
L34	143.98'	S60° 48' 23"W
L35	7.85'	N38° 03' 24"E
L36	10.00'	S51° 56' 36"E
L37	7.85'	S38° 03' 24"W
L38	26.61'	S29° 41' 19"E

GENERAL NOTES:

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

2. Notice: Selling a portion of any lot in this addition by metes and bounds is a violation of state law and is subject to penalties imposed by law.

3. Flood Statement:

According to the Flood Insurance Rate Map for Johnson County,Texas and Incorporated Areas, Community Panel No. 48251C02501, dated December 4, 2012, this property is located in Zone "X", (Areas determined to be outside of the flood plain).

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

4. Blocking the flow of water or constructing improvements in the drainage easements, and filling or obstruction of the floodplain is prohibited.

5. The existing creeks or drainage channels traversing along or across this addition shall remain as open channels and shall be maintained by the individual owner of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.

6. City of Venus will not be responsible for the maintenance and operations of said drainage ways or for the control of erosion.

7. City of Venus will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flood conditions.

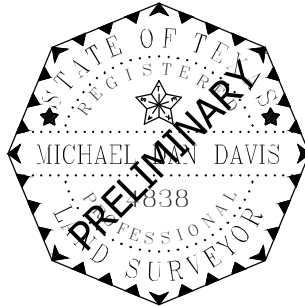
8. City of Venus has a right, but not a duty to enter onto property and clear any obstructions including but not limited to trees, plants, dirt, or buildings which obstruct the flow of water through drainage easements

SURVEYOR'S CERTIFICATION:

I, Michael Dan Davis, Registered Professional Land Surveyor Number 4838, State of Texas, hereby certify that this plat was made on the ground, under my direct supervision, on the date shown, and that all property corners hereon have been found or set as shown.

PRELIMINARY,
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE
AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A
FINAL SURVEY DOCUMENT

Michael Dan Davis DATE:
Registered Professional Land Surveyor No. 4838
BANNISTER ENGINEERING, LLC
T.B.P.L.S. REGISTRATION NO. 10193823



Approved by City of Venus, Texas

Mayor

City Secretary

PRELIMINARY PLAT - for Review Purposes Only
OF

VENUS VILLAGE
LOTS 1 THRU 7, BLOCK A

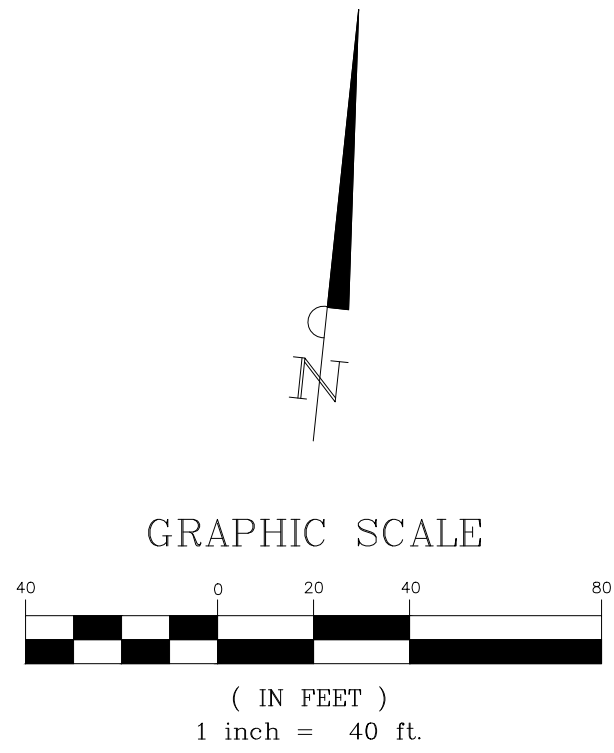
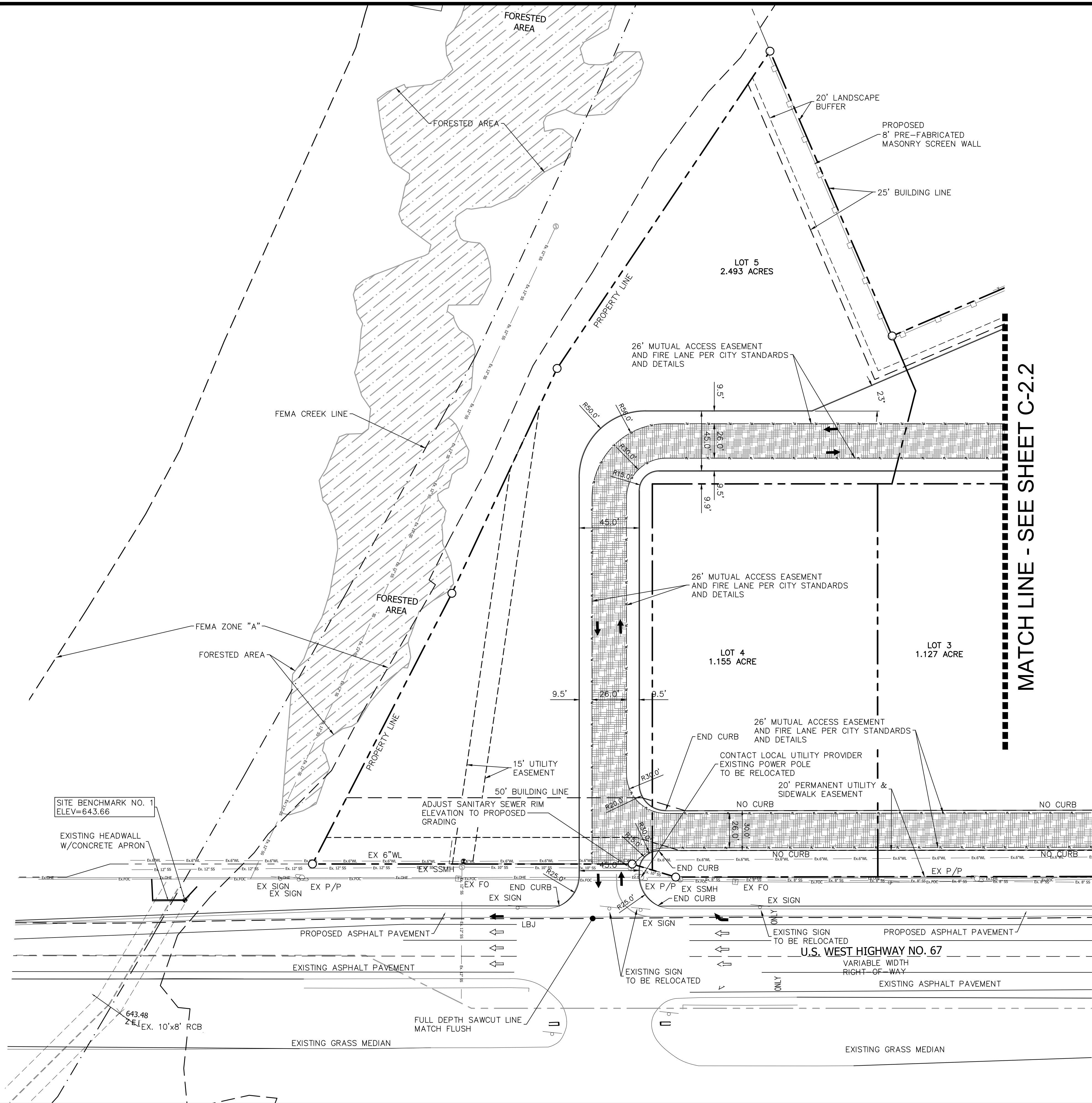
BEING 12.655 acres out of the
Radford Berry Survey, Abstract No. 26
City of Venus, Johnson County, Texas
SHEET 3 OF 3
Revision Date: May 2023

PREPARED BY: PROJECT NO. 172-21-005

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

ENGINEER / SURVEYOR:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
CONTACT: MICHAEL DAVIS, RPLS
PHONE: 817-842-2094
Mike@bannistereng.com

OWNER / DEVELOPER:
SALDENA PROPERTIES, L.P.
105 YMCA DRIVE
WAXAHACHIE, TEXAS 75168
PHONE: 469-517-2000
CONTACT: WALID ALAMEDDINE



LEGEND

	PROPOSED FIRE LANE
	ACCESSIBLE PARKING SPACE
	BARRIER FREE RAMP
	LONGITUDINAL BUTT JOINT

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS. BUILDING DIMENSIONS SHOWN ON THIS PLAN ARE FOR REFERENCE ONLY.
3. REFER TO GENERAL NOTES SHEET FOR ADDITIONAL NOTES.
4. ALL SIDEWALKS TO BE CONSTRUCTED WITH A MAXIMUM CROSS SLOPE OF 2.0%.
5. ALL PARKING LOTS AND DRIVE ISLES WILL HAVE 6" CONCRETE CURB AND GUTTER PER CITY DETAIL PAV-04 SHEET C-7.6 UNLESS OTHERWISE NOTED.

NOTES TO CONTRACTOR

1. INFORMATION ON THIS SHEET AND OTHER SHEETS THROUGHOUT THIS PLAN SET IS PART OF A UNIFIED DESIGN. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.
2. CONTRACTOR SHALL REFERENCE GENERAL NOTES SHEET FOR ADDITIONAL INFORMATION. INFORMATION ON THE GENERAL NOTES SHEET IS PART OF A UNIFIED DESIGN AND IS PERTINENT TO THIS PLAN SHEET.
3. CONTRACTOR SHALL REFERENCE ALL IRRIGATION PLANS, MEP SITE PLANS, AND CIVIL ENGINEERING UTILITY PLANS FOR INFORMATION REGARDING SLEEVES BENEATH PAVEMENT.



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

BENCHMARKS

BM #1: SITE BENCHMARK XCUT IN CONCRETE AT TOP OF HEADWALL EASTING: 2397538.5670 NORTHING: 6844292.294 ELEV.=643.66'	BM #2: SITE BENCHMARK CP ALUMINUM DISK TxDOT 42-01 0747 050. EASTING: 2399027.05 NORTHING: 6844489.05 ELEV.=657.66'
---	---

INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.

BANNISTER

ENGINEERING

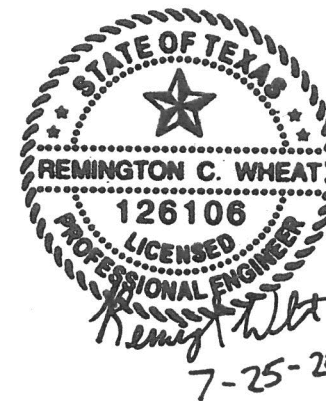
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)

VENUS TRAVEL CENTER SITE PLAN
LOTS 1 THRU 9, BLOCK A
BEING 12.655 ACRES OUT OF THE
RADFORD BERRY SURVEY, ABSTRACT NO. 26
VENUS, TEXAS

SITE PLAN (1 OF 2)

No.	Date	Revision	Description

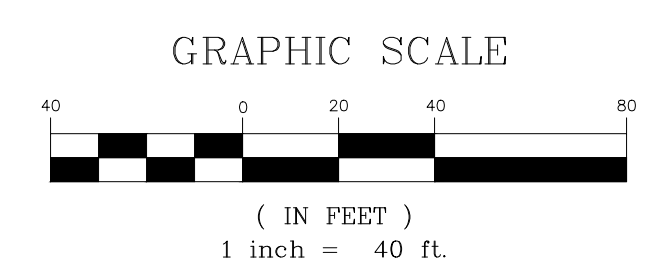
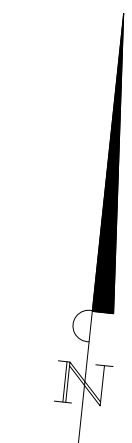
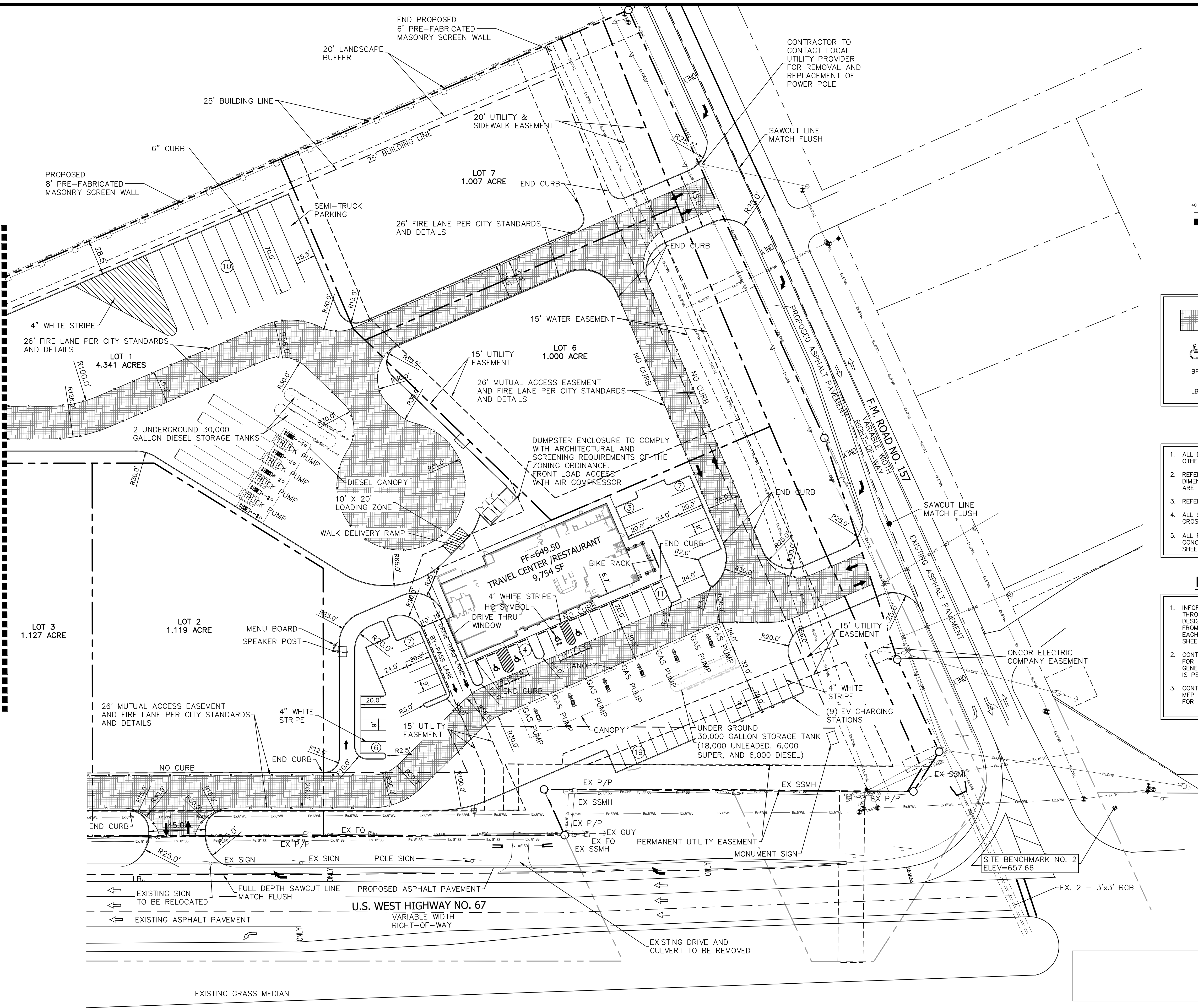
PROJECT NO.: 172-21-005



SHEET NUMBER

C-2.1

MATCH LINE - SEE SHEET C-2.1



LEGEND

- PROPOSED FIRE LANE
- ACCESSIBLE PARKING SPACE
- BFR BARRIER FREE RAMP
- LBJ LONGITUDINAL BUTT JOINT

NOTES

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS. BUILDING DIMENSIONS SHOWN ON THIS PLAN ARE FOR REFERENCE ONLY.
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BENCHMARKS

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SITE BENCHMARK XCUT IN CONCRETE AT TOP OF HEADWALL
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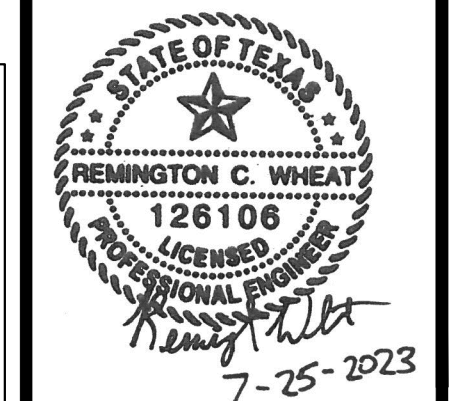
VENUS TRAVEL CENTER SITE PLAN

LOTS 1 THRU 9, BLOCK A
BEING 12.655 ACRES OUT OF THE
RADFORD BERRY SURVEY, ABSTRACT NO. 26
VENUS, TEXAS

SITE PLAN (2 OF 2)

No.	Date	Revision	Description

PROJECT NO.: 172-21-005

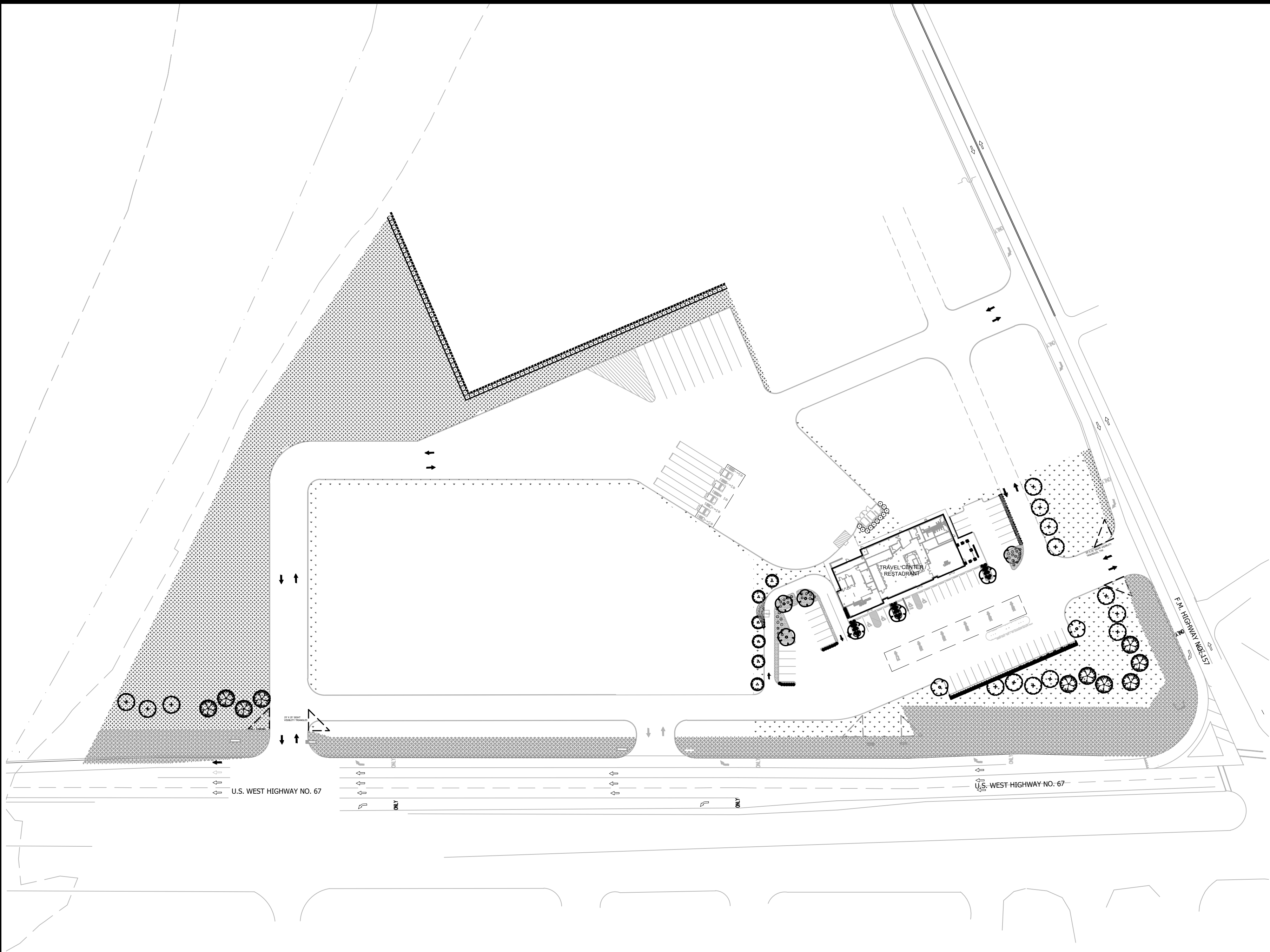


SHEET NUMBER

C-2.2

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REGISTRATION # F-10599 (TEXAS)

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MINIMUM LANDSCAPE REQUIREMENTS

STREET FRONTAGE TREES:

1 LARGE (OVERSTORY) TREE (3") PER 40 LF
966 LF (HWY 67 & HWY 157) - EXCLUDING 1 DRIVE ENTRY
= 966 LF / 655 / 40 = 24 TREES

24 TREES REQUIRED & PROVIDED

PARKING SPACE TREES:

1 TREE PER EVERY 10 PARKING SPACES
42 PARKING SPACES / 10 = 4.2 (4)
4 TREES REQUIRED AND PROVIDED

1 TREE WITHIN 60 LF OF EVERY PARKING SPACE
1 REQUIRED & PROVIDED

1 TREE PER PARKING LOT LANDSCAPE ISLAND
3 ISLANDS = 3 TREES
3 TREES REQUIRED & PROVIDED

10 TREES REQUIRED & PROVIDED

OVERSTORY (LARGE) TREES:

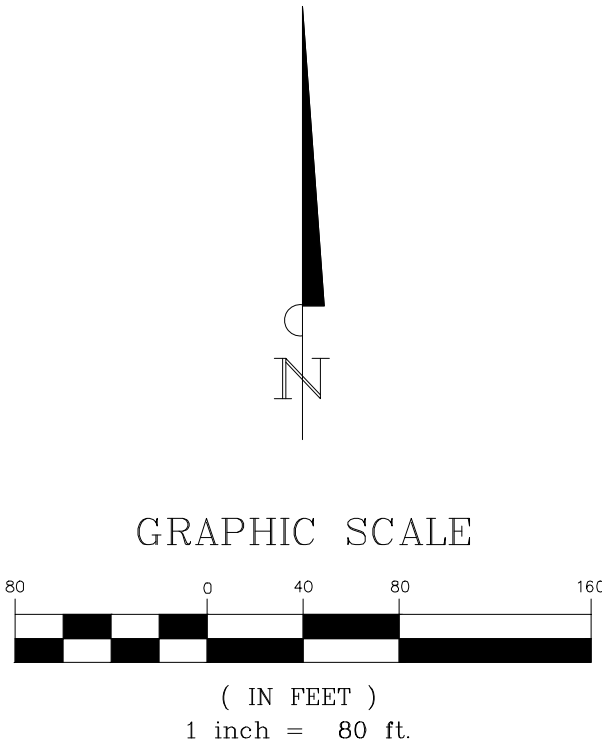
MIN. 50% OF TOTAL TREES TO BE OVERSTORY TREES
50% REQUIRED & 100% PROVIDED

TOTAL REQUIRED TREES:

31 TOTAL TREES REQUIRED & PROVIDED
(31 3" CAL. OVERSTORY)

PARKING AREA SCREENING:

MIN. 75% OF FRONTAGE PARKING AREA ADJACENT
TO PUBLIC R.O.W. (STREET YARD) TO BE SCREENED
WITH 2 FT EVERGREEN SHRUBS

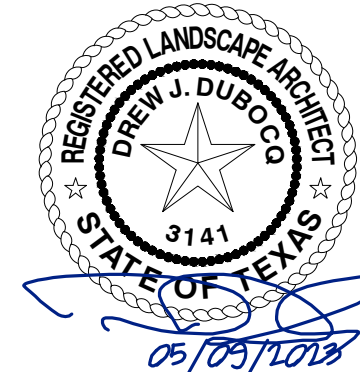


PLANT SCHEDULE							
TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	NOTES
	LI3	6	LAGERSTROEMIA INDICA 'TUSCARORA' / CRAPE MYRTLE	30 GAL	3"	6'-8'	FULL, MATCHING, SYMMETRICAL
	QS	10	QUERCUS SHUMARDII / SHUMARD RED OAK	45 GAL	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
	QV	14	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	45 GAL	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
	UC	9	ULMUS CRASSIFOLIA / CEDAR ELM	45 GAL	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	SPACING	NOTES
	HP	32	HESPERALOE PARVIFLORA / RED YUCCA	5 GAL	24" HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	IN2	107	ILEX X 'NELLIE R STEVENS' / NELLIE STEVENS HOLLY	30 GAL	5' HT.	PER PLAN	FULL, MATCHING, SYMMETRICAL
	LG	76	LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD' TM / GREEN CLOUD TEXAS RANGER	5 GAL	24" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
	MC	10	MUHLENBERGIA CAPILLARIS / PINK MUHLY	5 GAL	24" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
	NT	57	NASSELLA TENUISSIMA 'PONY TAILS' / MEXICAN FEATHER GRASS	1 GAL	12" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
	SG	6	SALVIA GREGGII / AUTUMN SAGE	3 GAL	12" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	NOTES			
		PER PLAN	BUCHLOE DACTYLOIDES / BUFFALO GRASS '609'	SOD			
		PER PLAN	CYNODON DACTYLON 'TIF 419' / BERMUDA GRASS	HYDROMULCH			
		PER PLAN	DECOMPOSED GRANITE	4" DEPTH, COMPACTED IN 1" LIFTS WITH WEED BARRIER FABRIC			

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VENUS TRAVEL CENTER
VENUS, TEXAS

OVERALL LANDSCAPE PLAN

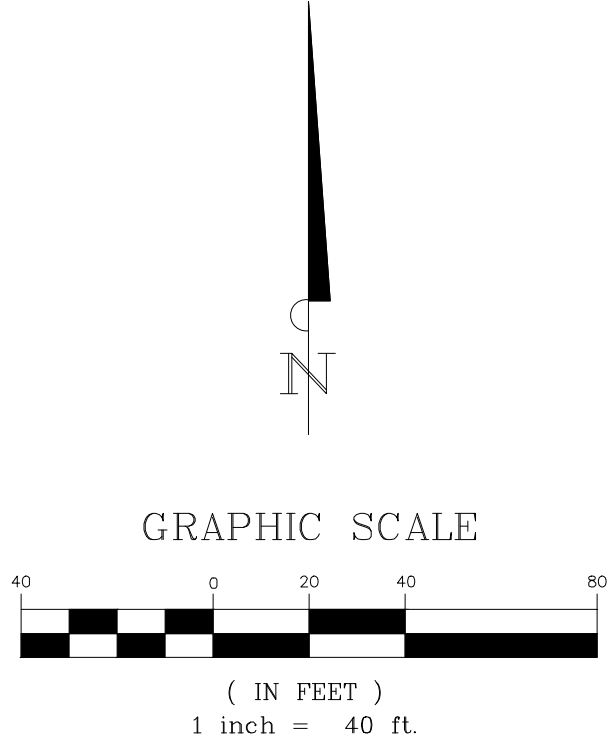
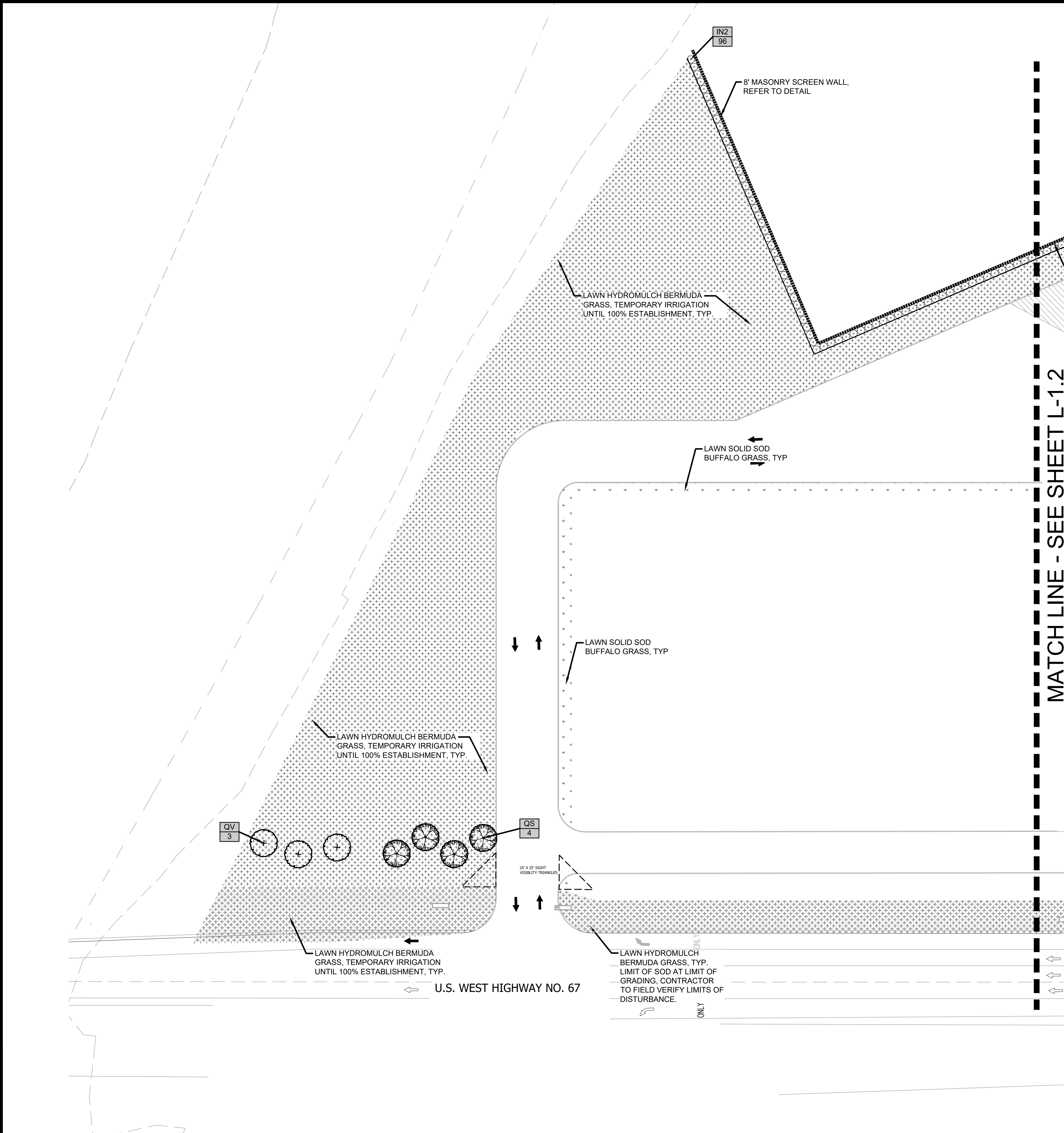


SHEET NUMBER

L-1.0

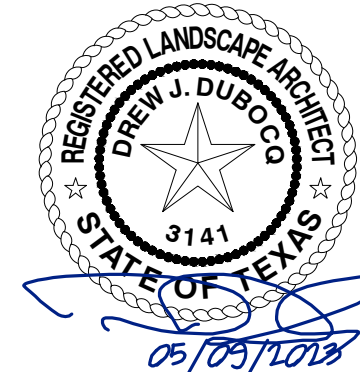
No.	Date	Revision	Description
PROJECT NO.: 172-21-005			

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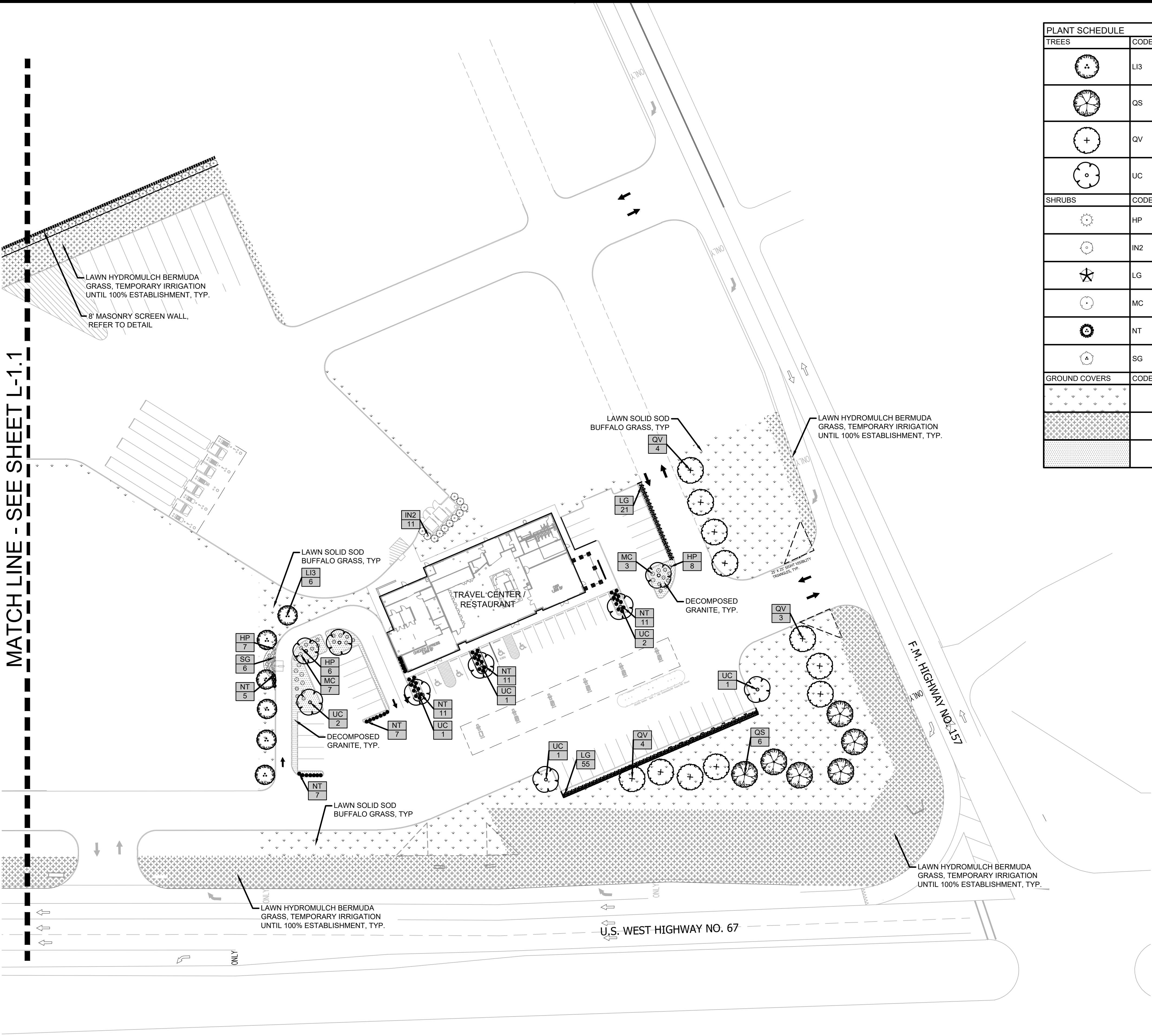
PLANT SCHEDULE		
TREES	CODE	COMMON NAME
	LI3	CAPE MYRTLE
	QS	SHUMARD RED OAK
	QV	SOUTHERN LIVE OAK
	UC	CEDAR ELM
SHRUBS	CODE	COMMON NAME
	HP	RED YUCCA
	IN2	NELLIE STEVENS HOLLY
	LG	GREEN CLOUD TEXAS RANGER
	MC	PINK MUHLY
	NT	MEXICAN FEATHER GRASS
	SG	AUTUMN SAGE
GROUND COVERS	CODE	COMMON NAME
		BUFFALO GRASS '609'
		BERMUDA GRASS HYDROMULCH
		DECOMPOSED GRANITE

No.	Date	Revision	Description
PROJECT NO.: 172-21-005			

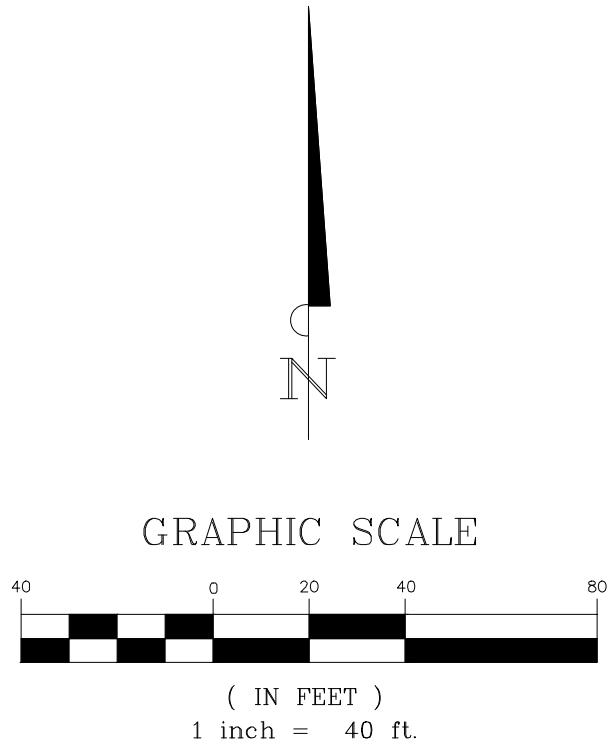


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MATCH LINE - SEE SHEET L-1.1

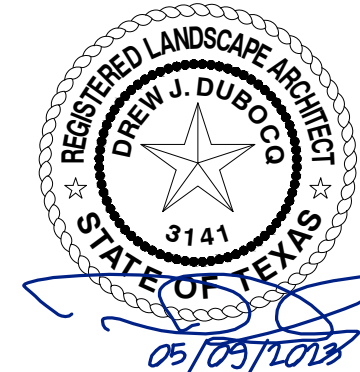


PLANT SCHEDULE		
TREES	CODE	COMMON NAME
	LI3	CRAPE MYRTLE
	QS	SHUMARD RED OAK
	QV	SOUTHERN LIVE OAK
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	MC	PINK MUHLY
	NT	MEXICAN FEATHER GRASS
	SG	AUTUMN SAGE
GROUND COVERS	CODE	COMMON NAME
		BUFFALO GRASS '609'
		BERMUDA GRASS HYDROMULCH
		DECOMPOSED GRANITE



VENUS TRAVEL CENTER
VENUS, TEXAS

LANDSCAPE PLAN



SHEET NUMBER

L-1.2

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BANNISTER
ENGINEERING
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REGISTRATION # F-10599 (TEXAS)

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GENERAL NOTES :

1.

LOCATE ALL UTILITIES PRIOR TO DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE INCURRED BY HIS OR HER WORK.
2.

CONTRACTOR SHALL ADVISE THE OWNER AND LANDSCAPE ARCHITECT OF ANY CONDITION FOUND ON SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE PLANS.
3.

IF A DISCREPANCY BETWEEN DRAWINGS AND PLANT SCHEDULE IS FOUND, THE DRAWINGS SHALL TAKE PRECEDENT OVER THE PLANT SCHEDULE.
4.

PLANT MATERIAL SHALL COMPLY WITH ALL SIZING AND GRADING STANDARDS OF THE LATEST EDITION OF 'AMERICAN STANDARD FOR NURSERY STOCK.'
5.

CONTRACTOR SHALL STAKE OUT TREE LOCATIONS AND BED CONFIGURATION FOR APPROVAL BY OWNER PRIOR TO INSTALLATION.
6.

SUBSTITUTIONS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER OR LANDSCAPE ARCHITECT.
7.

ALL DISTURBED AREAS NOT INDICATED AS PLANTING BEDS SHALL BE SODDED OR SEEDED BY CONTRACTOR TO PROVIDE AN ESTABLISHED TURF AREA.
8.

CONTRACTOR SHALL REMOVE REASONABLE AMOUNT OF STONES, DEAD ROOTS, DETRITUS AND OTHER UNDESIRABLE MATERIAL FROM EXISTING SOIL.
9.

IF ROCKS ARE ENCOUNTERED, REMOVE TO A DEPTH OF 3" AND ADD 3" OF FRIABLE FERTILE TOPSOIL TO ALL SODDED AREAS. CONTRACTOR TO ENSURE THAT SITE IS GRADED ACCORDING TO THE ENGINEER'S GRADING PLAN.
10.

LAWN AREAS SHALL HAVE 3" MINIMUM FRIABLE TOPSOIL AND BE TREATED WITH FERTILIZER APPLIED AT A RATE OF 20 POUNDS PER 1,000 SQUARE FEET.
11.

SOIL PREPARATION FOR PLANTING BEDS SHALL BE AS FOLLOWS:

-

3" OF ORGANIC COMPOST

-

20 POUNDS OF ORGANIC FERTILIZER / 1,000 SF OF BED AREA

-

TILL BED TO A DEPTH OF 6" TO 8"

-

CHECK SOIL ACIDITY. SOIL ACIDITY SHOULD RANGE FROM 5.0 TO 7.0 PH. REGULATE IF NECESSARY.
12.

ALL PLANT BEDS SHALL BE TOP DRESSED WITH A MINIMUM 3" OF NATIVE HARDWOOD MULCH.
13.

TREE PLANTING PITS SHALL BE CLEARED OF UNDESIRABLE MATERIAL AND BACKFILLED WITH PREPARED TOP SOIL. PLACE 1" OF COMPOST AND 3" OF SHREDDED HARDWOOD MULCH ON TOP OF ROOT BALL.
14.

THE CONTRACTOR WILL BE HELD LIABLE FOR ANY DAMAGE CAUSED TO TREES DUE TO IMPROPER STAKING METHODS, INCLUDING ABSENCE OF STAKING THROUGHOUT THE WARRANTY PERIOD.
15.

TREES SHALL BE PLANTED AT LEAST 2.5 FEET FROM ANY RIGHT-OF-WAY LINE, CURB, WALK OR FIRE HYDRANT, AND OUTSIDE ALL UTILITY EASEMENTS.
16.

TREES SHALL BE PLANTED AT LEAST 8 FEET FROM ANY PUBLIC UTILITY LINE WHERE POSSIBLE. IN THE EVENT THIS IS NOT POSSIBLE, CONTRACTOR SHALL INSTALL A ROOT BARRIER, PER THE DETAIL(S) NOTED ON THIS SHEET.
17.

TREES OVERHANGING WALKS AND PARKING AREAS SHALL HAVE A CLEAR TRUNK HEIGHT OF 7 FEET FROM FINISH SURFACE GRADE.
18.

CONTRACTOR SHALL WARRANTY PLANT MATERIAL TO REMAIN ALIVE AND HEALTHY FOR A PERIOD OF ONE YEAR AFTER THE FINAL ACCEPTANCE. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY CONDITION IN ACCORDANCE WITH THE SEASON. DEAD, DAMAGED OR DESTROYED PLANT MATERIAL SHALL BE REPLACED IN KIND WITHIN THIRTY DAYS. WARRANTY SHALL NOT INCLUDE DAMAGE FOR LOSS OF PLANT MATERIAL DUE TO NATURAL CAUSES, ACTS OF VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
19.

LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER AND WEEDS.
20.

AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO MAINTAIN ALL LANDSCAPE AREAS. OVERSPRAY ON STREETS IS PROHIBITED.
22.

INSTALLING CONTRACTOR TO MAINTAIN LANDSCAPING FOR 30 DAYS FROM OWNER OCCUPANCY TO ESTABLISH PLANTS AND GRASS, MOWING AND TRIMMING TO BE INCLUDED.
23.

ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE FINE GRADED AND RE-ESTABLISHED BY SOD. THESE AREAS SHALL BE IRRIGATED AND MAINTAINED UNTIL PERMANENT STAND OF GRASS IS ACHIEVED WITH A MINIMUM OF 70% COVERAGE. THIS IS TO INCLUDE ALL AREAS TO THE BACK OF CURB AROUND THE PROPERTY.
24.

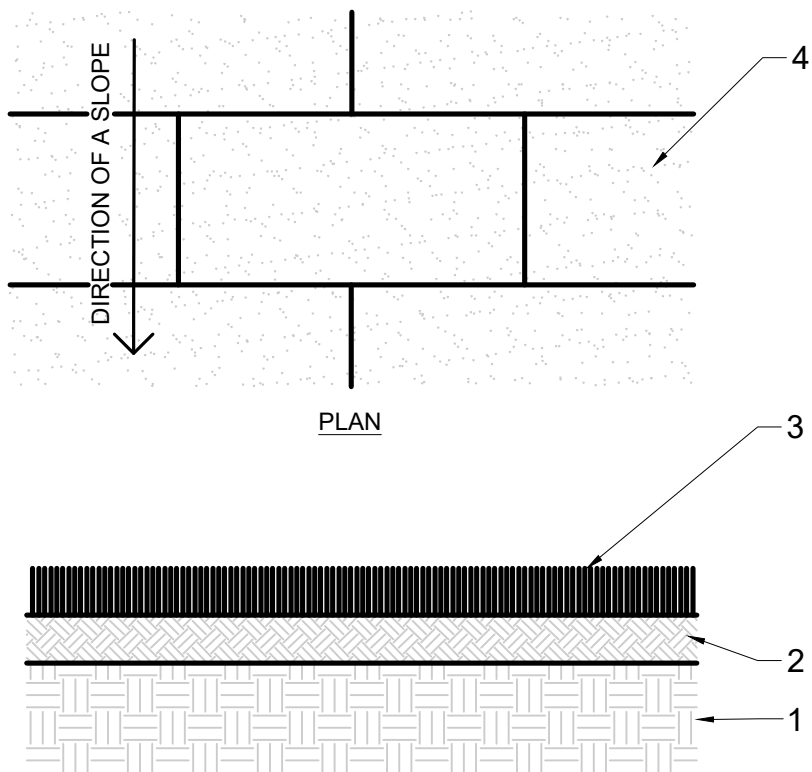
ANY HARDWOOD MULCHED BEDS ON SITE SHALL HAVE PERMEABLE WEED MAT INSTALLED PRIOR TO PLANT MATERIAL AND MULCH BEING INSTALLED.
25.

ALL BEDDING AREAS WITH GROUND COVER (ASIAN JASMINE, WINTERCREEPER, ETC.) SHALL BE TOP DRESSED WITH HARDWOOD MULCH UNTIL GROUND COVER HAS COVERED AREA COMPLETELY.
26.

ANY SWITCH GEAR DEVICES, ELECTRICAL TRANSFORMERS, TELEPHONE PEDESTALS, AND HVAC UNITS LOCATED ON THE PROPERTY ARE TO BE SCREENED. IF THESE DEVICES HAVE BEEN ALTERED FROM THE MOST RECENT PLANS, THE CONTRACTOR IS TO VERIFY PLACEMENT OF THESE UTILITIES AND CONTACT LANDSCAPE ARCHITECT FOR PLANT MATERIAL SPECIFICATIONS AND PLACEMENT.
27.

LANDSCAPE CONTRACTOR SHALL NOT PLACE TOPSOIL OR MULCH ABOVE BRICK LEDGE OF THE BUILDING AND SHALL NOT BLOCK WEEP HOLES ON THE BUILDING.
28.

IF THE GRADES ON SITE AT THE TIME THE LANDSCAPE CONTRACTOR IS SET TO BEGIN WORK DOES NOT ALLOW THE BRICK LEDGE AND WEEP HOLES TO REMAIN UNCOVERED, IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OR GENERAL CONTRACTOR IMMEDIATELY.



A SOD PLANTING DETAIL

NOTES:

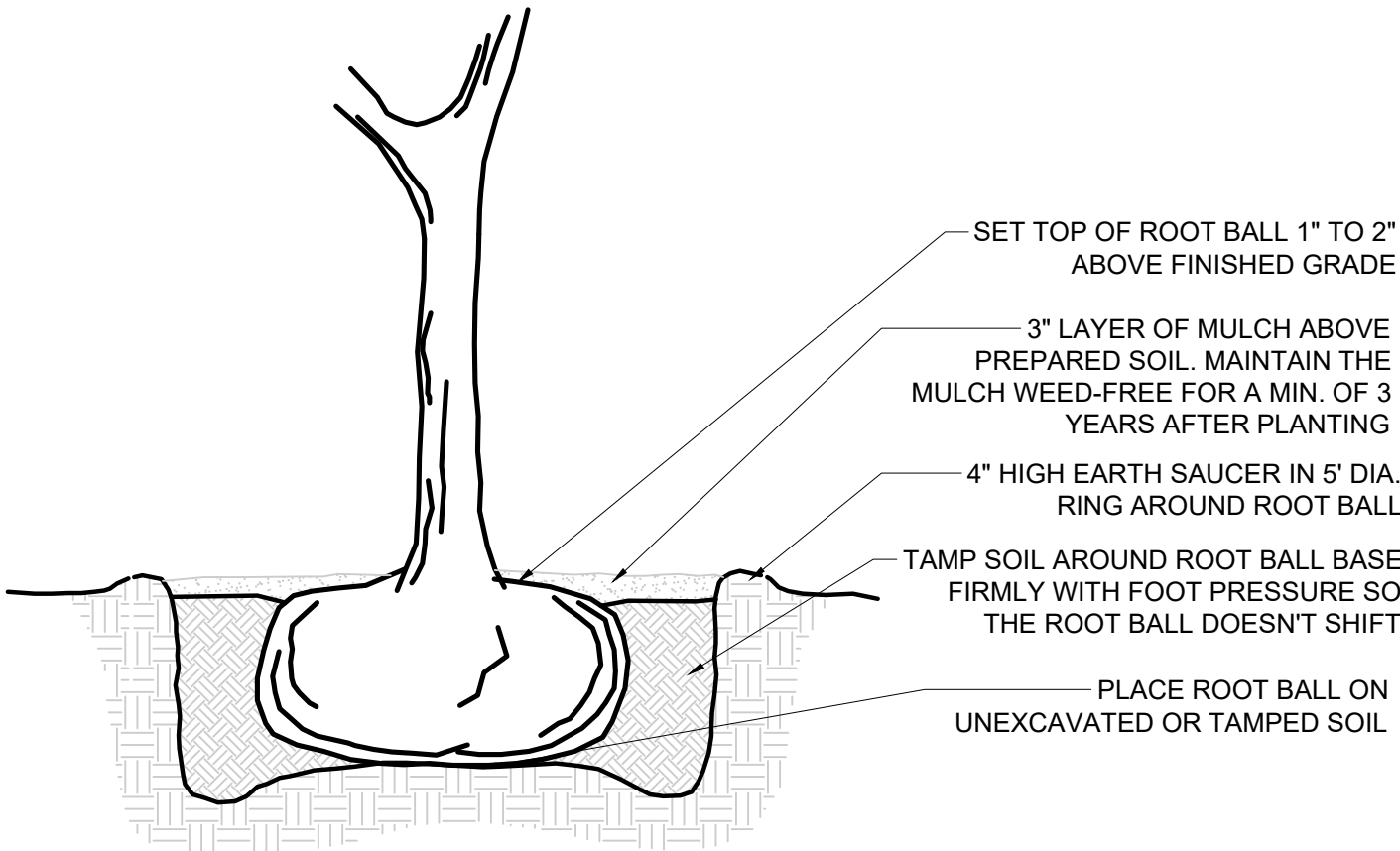
1.

DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
2.

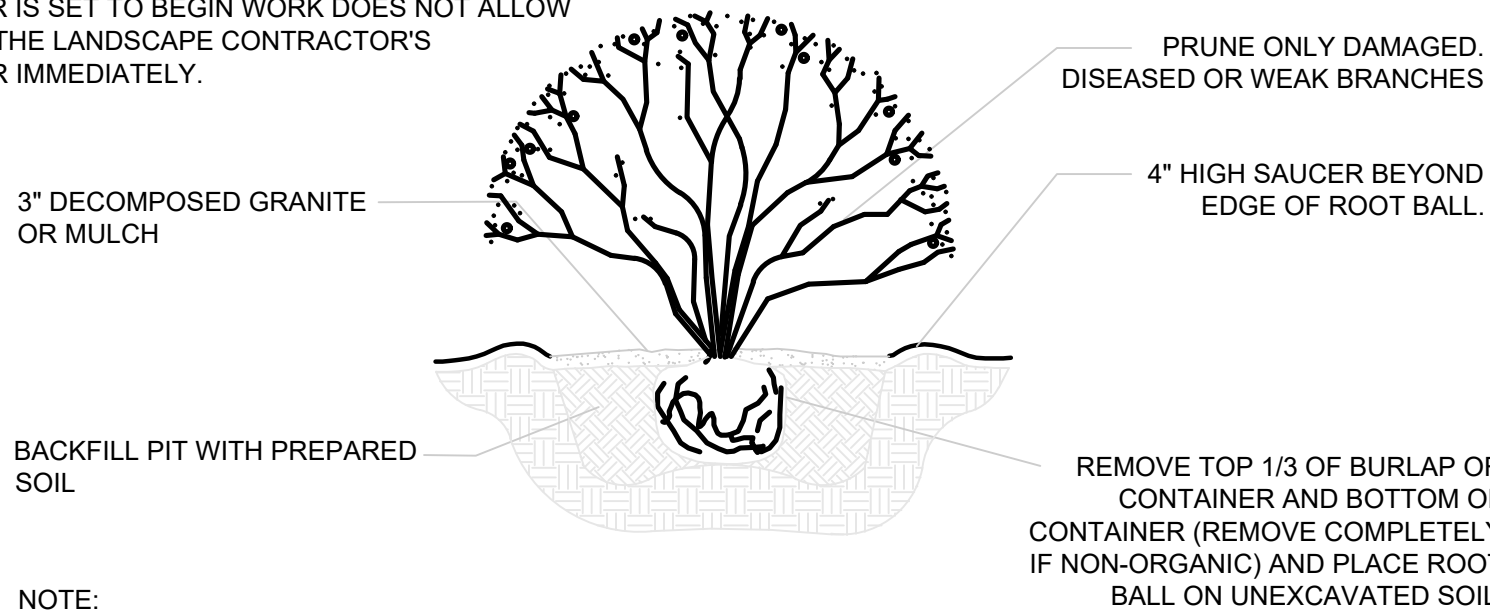
EACH TREE MUST BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE TRUNK FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL.
3.

REMOVE ALL TWINE, ROPE, WIRE AND BURLAP FROM TOP HALF OF THE ROOT BALL.
4.

IF PLANT IS SHIPPED WITH A WIRE BASKET AROUND ROOT BALL, CUT THE WIRE BASKET IN FOUR PLACES AND FOLD DOWN 8" INTO PLANTING HOLE.



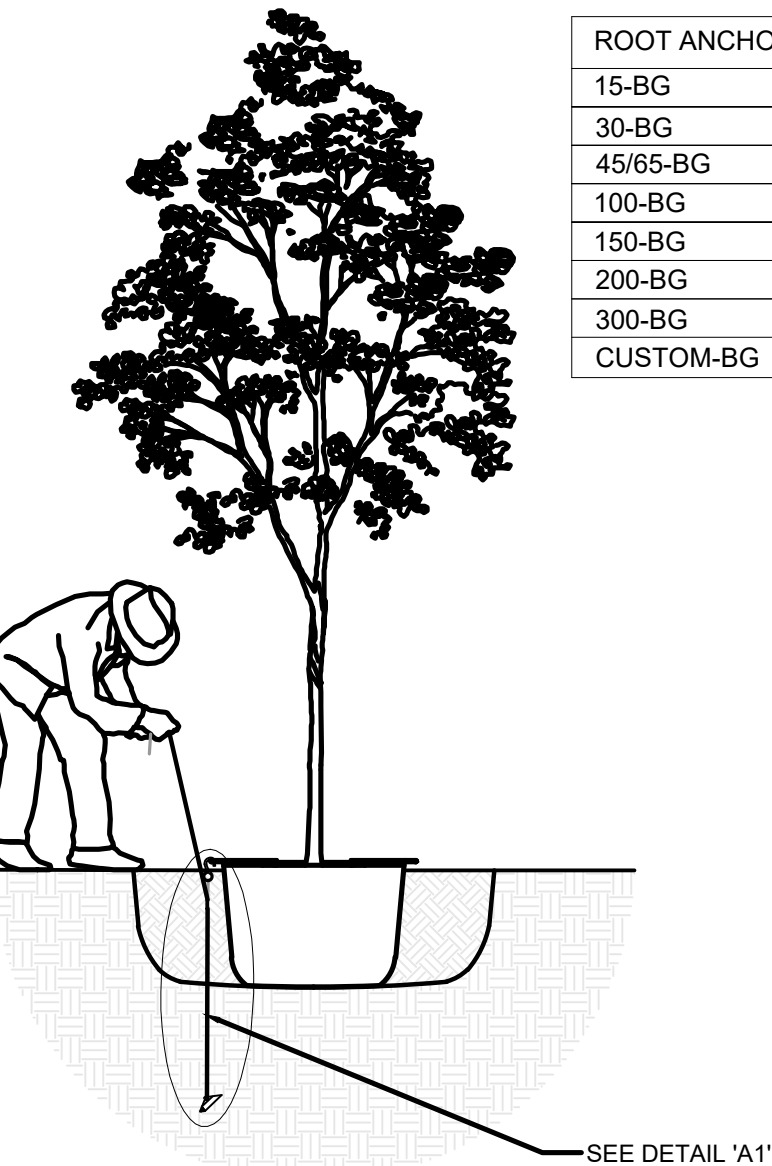
C TREE PLANTING DETAIL



NOTE:

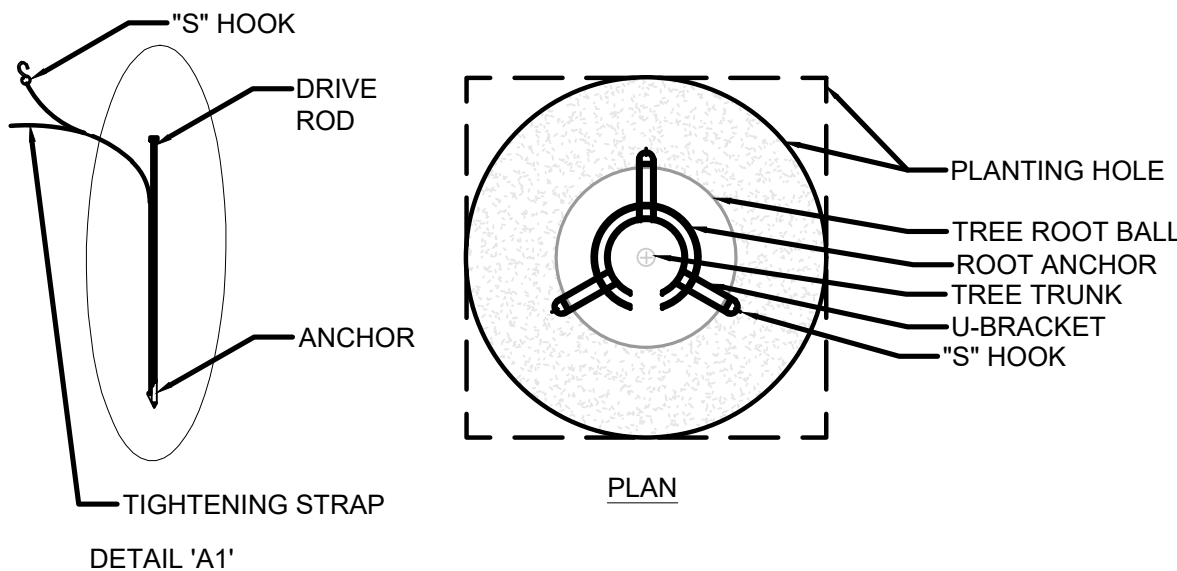
EXCAVATE PIT TO A WIDTH EQUAL TO 2.5 TIMES THE ROOT BALL WIDTH. PLACE ROOT BALL ON UNEXCAVATED OR TAMPED SOIL. SCARIFY SIDES OF PIT. EXCAVATE LARGER PIT FOR MULTIPLE PLANTINGS.

E SHRUB PLANTING DETAIL

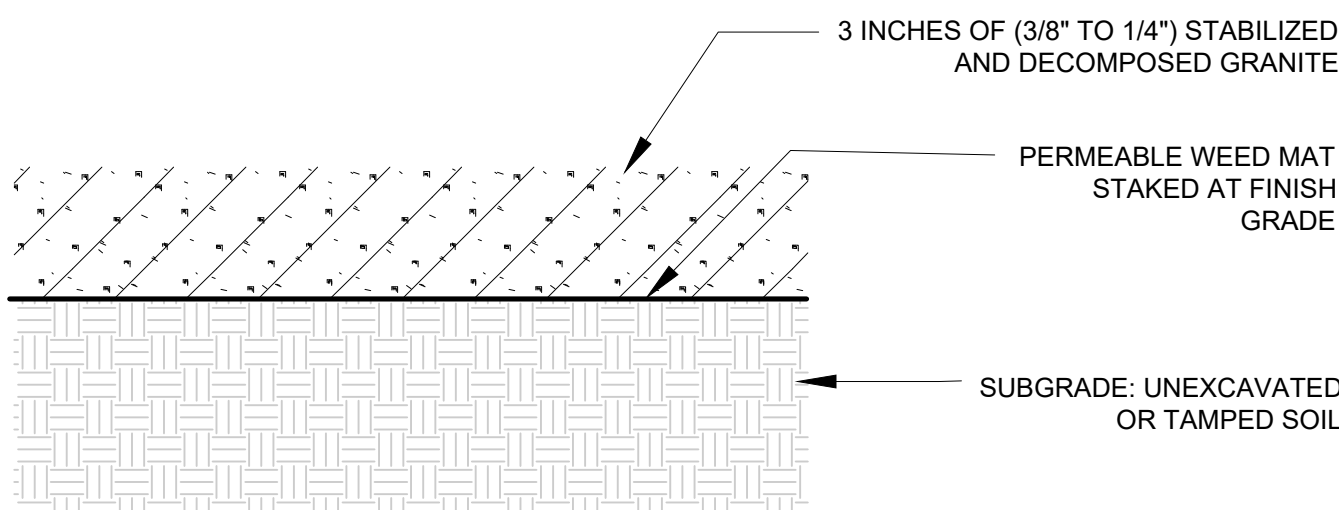


F TREE STAKING DETAIL

ROOT ANCHOR ITEM #	ROOT BALL & CONTAINER SIZE	ANCHOR INSTALLATION DEPTH
15-BG	10 / 15 OR 17" ROOT BALL	12-18" MINIMUM DEPTH
30-BG	20 / 39 GALLON OR 22" ROOT BALL	18-24" MINIMUM DEPTH
45/65-BG	45 / 65 GALLON OR 27-30" ROOT BALL	24-30" MINIMUM DEPTH
100-BG	95 / 100 GALLON OR 36" ROOT BALL	30-36" MINIMUM DEPTH
150-BG	150 GALLON OR 42" ROOT BALL	48" MINIMUM DEPTH
200-BG	200 GALLON OR 48" ROOT BALL	48" MINIMUM DEPTH
300-BG	300 GALLON OR 58" ROOT BALL	48" MINIMUM DEPTH
CUSTOM-BG	ROOT BALLS LARGER THAN 60"	TBD



D STEEL EDGING DETAIL



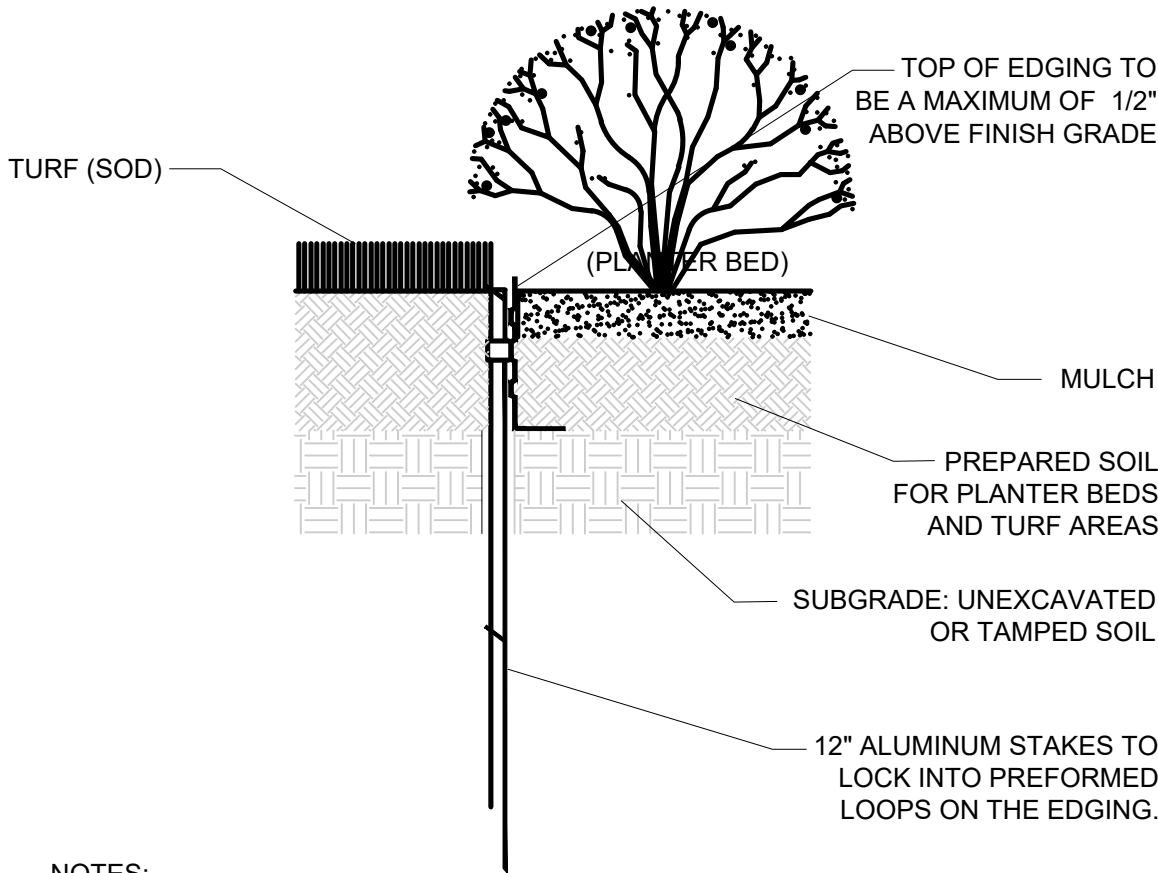
NOTES:

1.

INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2.

ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.

B DECOMPOSED GRANITE DETAIL



NOTES:

- 1)

SIZE TO BE 3/16" x 3-1/2"
- 2)

COLOR TO BE BLACK DURAFLEX - ELECTROSTATICALLY APPLIED BAKED ON PAINT.
- 3)

16" SECTIONS TO INCLUDE (5) 12" ALUMINUM STAKES.
- 4)

COMPACT GRADES ADJACENT TO EDGING TO AVOID SETTLING. FINISH GRADES TO BE 1/2" BELOW TOP OF EDGING.
- 5)

FORM A SMOOTH, CONTINUOUS RADIUS WITH HEADER AS SHOWN ON PLAN.

STEP 1:

- SET TREE IN PLANTING PIT.
- PLACE ANCHOR WITH RING SIDE DOWN AGAINST TOP OF ROOT BALL.
- CENTER ROOT ANCHOR'S INNER RING(S) AROUND TRUNK OF TREE.
- ALIGN DRIVE ROD AS CLOSE AS POSSIBLE TO OUTSIDE EDGE OF U-BRACKET.

STEP 2:

- DRIVE ANCHOR STRAIGHT DOWN INTO UNDISTURBED SUBBASE SOIL.
- SEE CHART FOR RECOMMENDED DEPTHS PER TREE SIZE.

STEP 3:

- REMOVE DRIP ROD.
- REPEAT STEPS 1 & 2 FOR ALL THREE (3) ANCHOR LOCATIONS.
- PULL BACK ON STRAP APPROXIMATELY 3" FOR THE V-88 ANCHOR, OR 6" TO 7" FOR THE V-88 ANCHOR TO SET ANCHOR INTO A HORIZONTAL OR LOCKED POSITION. A FULCRUM MAY BE REQUIRED TO ASSIST IN SETTING THE ANCHOR.
- PLACE "S" HOOK OVER THE END OF THE U-BRACKET.
- PULL STRAP UP VERTICALLY UNTIL ROOT ANCHOR RINGS BITE INTO THE TOP OF THE ROOT BALL AND U-BRACKETS ARE SETTING FLUSH ON TOP OF THE ROOT BALL.
- TIE EXCESS STRAP OFF TO THE U-BRACKET ALLOWING ENOUGH REMAINING STRAP TO ADJUST TREE, IF NECESSARY.

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PROJECT NO.: 172-21-005

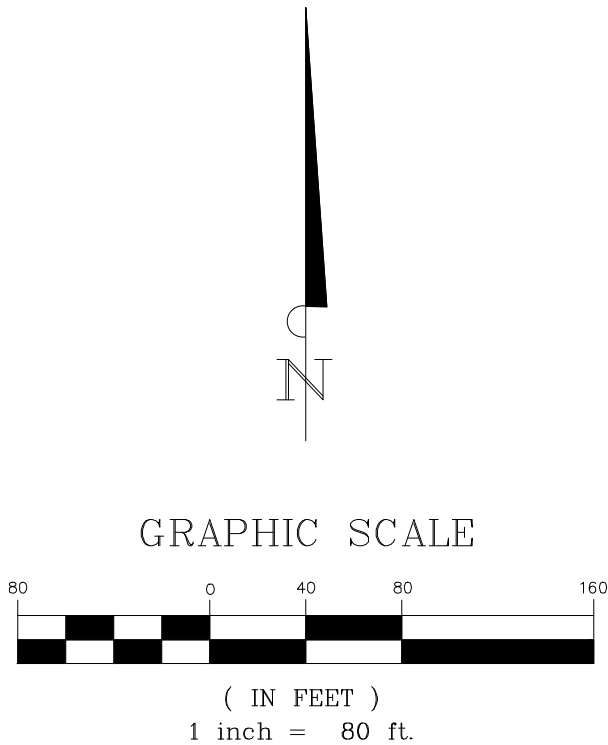
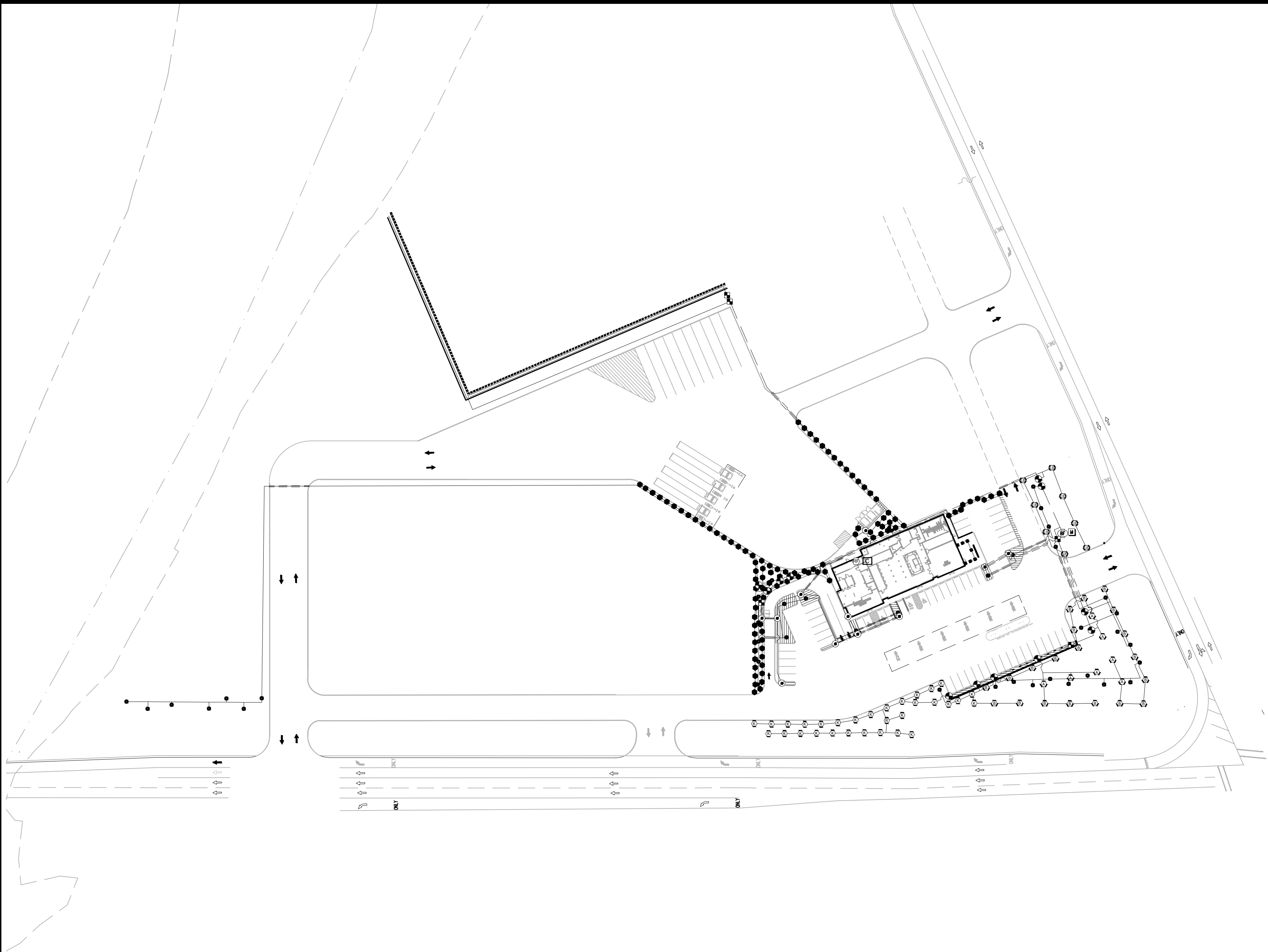
HARDSCAPE DETAILS

240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax

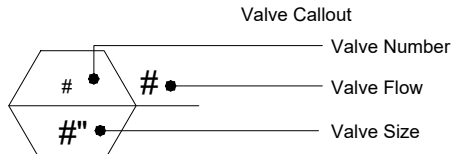
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File: B:\Clients\172 (Victron)\172-21-005 (Travel Center - Venus)\Civil\Sheet Set\1200 Series.dwg Date Plotted: 5/9/2023 4:15 PM Plotted By: drew



IRRIGATION SCHEDULE	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER MP2000 PROS-04-PRS40-CV TURF ROTATOR, 4" (10.16 CM) POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE ON PRS40 BODY. K=BLACK ADJ ARC 90-210, G=GREEN ADJ ARC 210-270, R=RED 360 ARC.
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SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER ICZ-101-25 DRIP CONTROL ZONE KIT. 1" ICV GLOBE VALVE WITH 1" HY100 FILTER SYSTEM. PRESSURE REGULATION: 25PSI. FLOW RANGE: 2 GPM TO 20 GPM. 150 MESH STAINLESS STEEL SCREEN.
	PIPE TRANSITION POINT IN DRIP BOX PIPE TRANSITION POINT FROM PVC LATERAL TO DRIP TUBING WITH RISER IN 6IN. DRIP BOX.
	AREA TO RECEIVE DRIPLINE HUNTER PLD-06-18 IN-LINE PRESSURE COMPENSATING LANDSCAPE DRIPLINE WITH BUILT-IN CHECK VALVE. 0.6 GPH EMITTERS AT 18" O.C. DRIPLINE LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. UV RESISTANT. USE PLD-LOC FITTING OR BARBED FITTINGS.
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	WATTS 007 1" MAX. FLOW RATE IS 7.5 FT/S.
	HUNTER I2C-2400-M 24 STATION OUTDOOR MODULAR CONTROLLER. WITH TWO ICM-800 MODULE. COMMERCIAL USE. METAL CABINET.
	HUNTER WSS WIRELESS SOLAR, RAIN FREEZE SENSOR WITH OUTDOOR INTERFACE, CONNECTS TO HUNTER PCC, PRO-C, AND I-CORE CONTROLLERS. INSTALL AS NOTED. INCLUDES 10 YEAR LITHIUM BATTERY AND RUBBER MODULE COVER, AND GUTTER MOUNT BRACKET.
	WATER METER 1"
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21
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BENCHMARKS

BM #1:
SITE BENCHMARK XCUT IN CONCRETE AT TOP OF HEADWALL
EASTING: 2397538.5670
NORTHING: 6844292.294

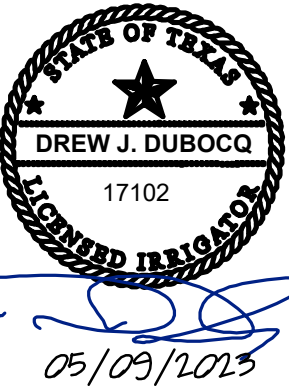
ELEV.=643.66'
BM #2:
SITE BENCHMARK CP ALUMINUM DISK TxDOT 42-01 0747 050.
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NORTHING: 6844489.05

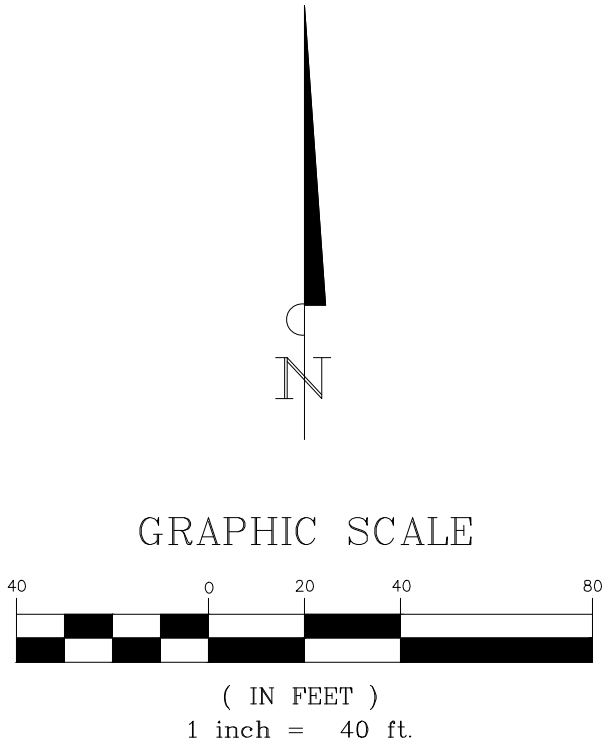
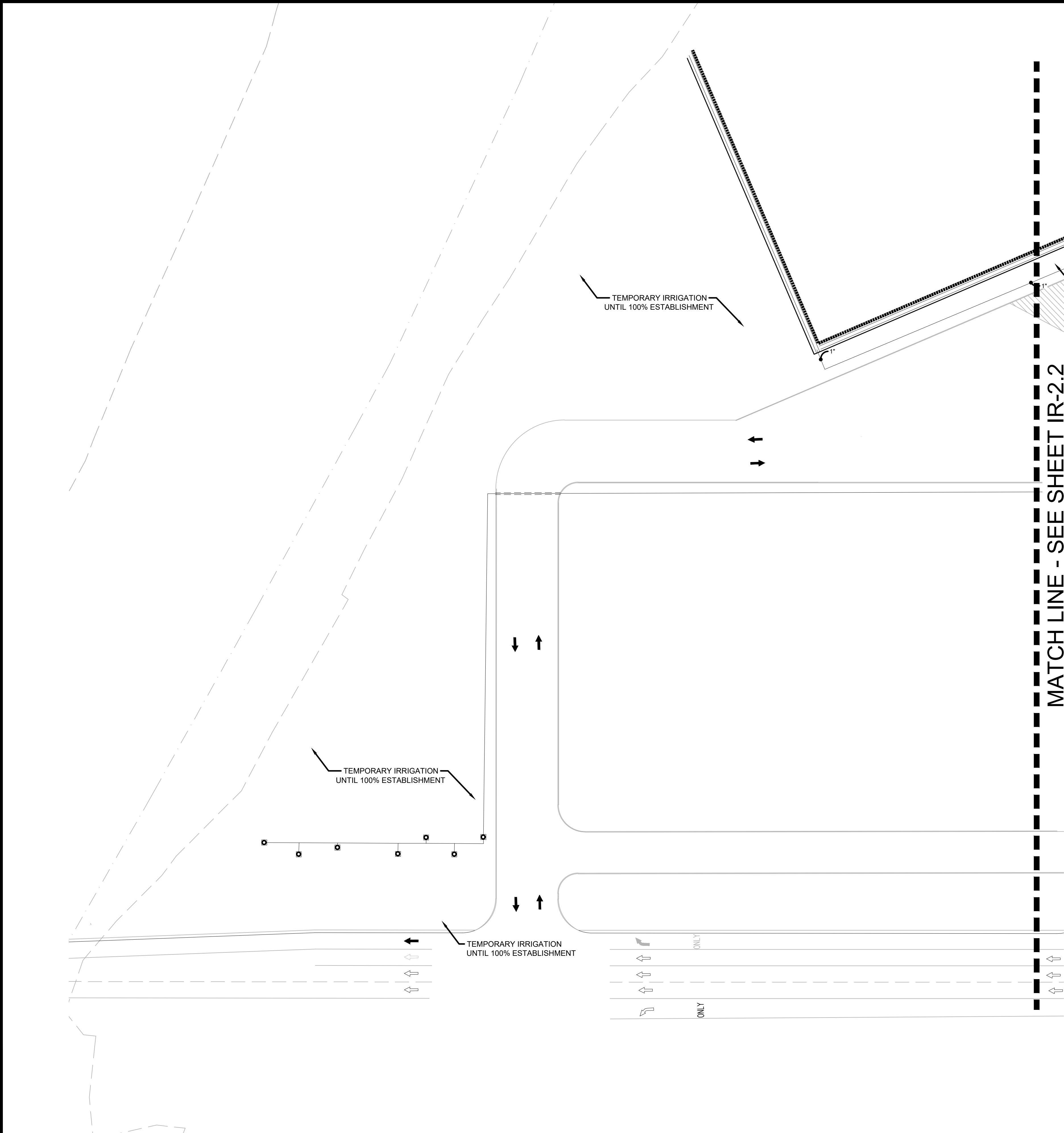
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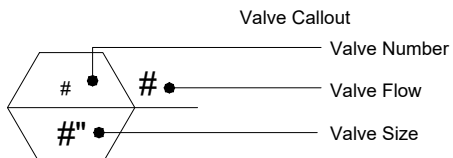
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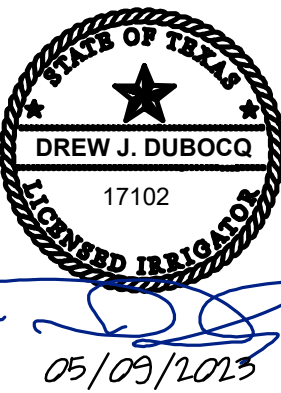
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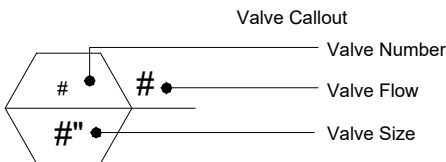
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MATCH LINE - SEE SHEET IR-2.1



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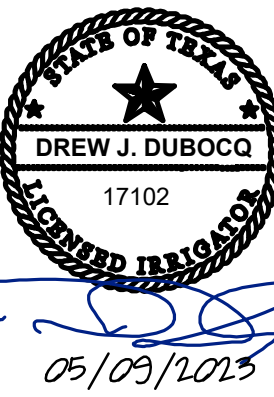
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SECTION 02810 - IRRIGATION SPECIFICATIONS
PART 1 - GENERAL

- 1.01 SCOPE
- A. PROVIDE COMPLETE SPRINKLER INSTALLATION AS DETAILED AND SPECIFIED HEREIN, INCLUDING FURNISHING ALL LABOR, MATERIALS, AND EQUIPMENT FOR THE PROPER INSTALLATION. WORK INCLUDES BUT IS NOT LIMITED TO:
 - 1. TRENCHING AND BACKFILL.
 - 2. AUTOMATIC CONTROLLED SYSTEM.
 - 3. UPON COMPLETION OF INSTALLATION, SUPPLY DRAWINGS SHOWING DETAILS OF CONSTRUCTION INCLUDING LOCATION OF MAINLINE PIPING, MANUAL AND AUTOMATIC VALVES.
 - B. NOTE: ALL SLEEVES AS SHOWN ON PLANS WILL BE FURNISHED BY GENERAL CONTRACTOR.
- 1.02 RELATED WORK SPECIFIED ELSEWHERE
- A. SEE IRRIGATION PLANS. SEE PLANS FOR CONTROLLER, HEADS, AND VALVES.
- 1.03 APPLICABLE STANDARDS
- A. ASTM
 - B. D2464 - POLY (VINYL CHLORIDE) (PVC) PLASTIC PIPE FITTINGS THREADED, SCHEDULE 40
 - C. D2466 - POLY (VINYL CHLORIDE) (PVC) PLASTIC PIPE FITTINGS SOCKET TYPE, SCHEDULE 40
 - D. D2564 - SOLVENT CEMENTS FOR POLY (VINYL CHLORIDE) (PVC) PLASTIC PIPE FITTINGS
 - E. STANDARD RECOMMENDED PRACTICE FOR:
 - 1. D2855 - MAKING SOLVENT - CEMENTED JOINTS WITH POLY (VINYL CHLORIDE) (PVC) PIPE AND FITTINGS.
- 1.04 MAINTENANCE AND GUARANTEE
- A. MATERIALS AND WORKMANSHIP SHALL BE FULLY GUARANTEED FOR ONE (1) YEAR AFTER FINAL ACCEPTANCE.
 - B. PROVIDE MAINTENANCE OF SYSTEM, INCLUDING RAISING AND LOWERING OF HEADS TO COMPENSATE FOR LAWN GROWTH, CLEANING AND ADJUSTMENT OF HEADS, RAISING AND LOWERING OF SHRUB HEADS TO COMPENSATE FOR SHRUB GROWTH, FOR ONE (1) YEAR AFTER COMPLETION OF INSTALLATION.
 - C. GUARANTEE IS LIMITED TO REPAIR AND REPLACEMENT OF DEFECTIVE MATERIALS OR WORKMANSHIP, INCLUDING REPAIR OF BACKFILL SETTLEMENT.
- 1.05 SUBMITTALS
- A. USE OF MATERIALS DIFFERING IN QUALITY, SIZE, OR PERFORMANCE FROM THOSE SPECIFIED WILL ONLY BE ALLOWED UPON WRITTEN APPROVAL OF OWNER/LICENSED IRRIGATOR. THE DECISION WILL BE BASED ON COMPARATIVE ABILITY OF MATERIAL OR ARTICLE TO PERFORM FULLY ALL PURPOSES OF MECHANICS AND GENERAL DESIGN CONSIDERED TO BE POSSESSED BY ITEM SPECIFIED.
- BIDDERS DESIRING TO MAKE A SUBSTITUTION FOR SPECIFIED SPRINKLERS SHALL SUBMIT MANUFACTURER'S CATALOG SHEET SHOWING FULL SPECIFICATION OF EACH TYPE OF SPRINKLER PROPOSED MANUFACTURER'S CATALOG SHEET SHOWING FULL SPECIFICATION OF EACH TYPE OF SPRINKLER PROPOSED AS A SUBSTITUTE, INCLUDING DISCHARGE IN GPM MAXIMUM ALLOWABLE OPERATING PRESSURE AT SPRINKLER.
- APPROVAL OF SUBSTITUTE SPRINKLER SHALL NOT RELIEVE CONTRACTOR OF HIS RESPONSIBILITY TO DEMONSTRATE THAT FINAL INSTALLED SPRINKLER SYSTEM WILL OPERATE ACCORDING TO INTENT OF ORIGINALLY DESIGNED AND SPECIFIED SYSTEM.
- B. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO DEMONSTRATE THAT FINAL INSTALLED SPRINKLER SYSTEM WILL OPERATE ACCORDING TO INTENT OF ORIGINALLY DESIGNED AND SPECIFIED SYSTEM. IF IRRIGATION CONTRACTOR NOTES ANY PROBLEMS IN HEAD SPACING OR POTENTIAL COVERAGE, IT IS HIS RESPONSIBILITY TO NOTIFY THE LICENSED IRRIGATOR IN WRITING, BEFORE PROCEEDING WITH WORK. IRRIGATION CONTRACTOR GUARANTEES 100% COVERAGE OF ALL AREAS TO BE IRRIGATED.
- 1.06 TESTING
- A. PERFORM TESTING REQUIRED WITH OTHER TRADES, INCLUDING EARTHWORK, PAVING AND PLUMBING, TO AVOID UNNECESSARY CUTTING, PATCHING AND BORING.
- 1.07 COORDINATION
- A. COORDINATE INSTALLATION WITH OTHER TRADES, INCLUDING EARTHWORK, PAVING AND PLUMBING, TO AVOID UNNECESSARY CUTTING, PATCHING AND BORING.

PART 2 - PRODUCTS

- 2.01 GENERAL
- A. SPRINKLER MAINS: SPRINKLER MAINS ARE THAT PORTION OF PIPING FROM WATER SOURCE TO OPERATING VALVES. THIS PORTION OF PIPING IS SUBJECT TO SURGES, BEING A CLOSED PORTION OF SPRINKLER SYSTEM. HYDRANT LINES ARE CONSIDERED A PART OF SPRINKLER MAIN.
 - B. LATERAL PIPING: LATERAL PIPING IS THAT PORTION OF PIPING FROM OPERATING VALVE TO SPRINKLER HEADS. THIS PORTION OF PIPING IS NOT SUBJECT TO SURGES, BEING AN "OPEN END" PORTION OF SPRINKLER SYSTEM.
- 2.02 POLY VINYL CHLORIDE PIPE (PVC)
- A. PVC PIPE SHALL BE MANUFACTURED IN ACCORDANCE WITH COMMERCIAL STANDARDS NOTED HEREIN.
 - B. MARKING AND IDENTIFICATION: PVC PIPE SHALL BE CONTINUOUSLY AND PERMANENTLY MARKED WITH THE FOLLOWING INFORMATION: MANUFACTURER'S NAME, PIPE SIZE, TYPE OF PIPE, AND MATERIAL, SDR NUMBER, PRODUCT STANDARD NUMBER, AND THE NSF (NATIONAL SANITATION FOUNDATION) SEAL.
 - C. PVC PIPE FITTINGS: SHALL BE OF THE SAME MATERIAL AS THE PVC PIPE SPECIFIED AND SHALL BE COMPATIBLE WITH PVC PIPE FURNISHED.
- 2.03 COPPER TUBING
- A. HARD, STRAIGHT, LENGTHS OF DOMESTIC MANUFACTURE ONLY. NO COPPER TUBE OF FOREIGN EXTRUSION OR ANY SO-CALLED IRRIGATION TUBING (THIN WALL) SHALL BE USED.
- 2.04 COPPER TUBE FITTINGS
- A. CAST BRASS OR WROUGHT COPPER, SWEAT-SOLDER TYPE.
- 2.05 WIRE
- A. TYPE UF WITH 4-64" INSULATION WHICH IS UNDERWRITER'S LABORATORY APPROVED FOR DIRECT UNDERGROUND BURIAL WHEN USED IN A NATIONAL ELECTRIC CODE CLASS II CIRCUIT (30 VOLTS AC OR LESS).
- 2.06 SCHEDULE 80 PVC NIPPLES
- A. COMPOSED OF STANDARD SCHEDULE 40 PVC FITTINGS AND PVC MEETING NOTED STANDARDS. NO CLAMPS OR WIRES MAY BE USED. NIPPLES FOR 1812 HEADS AND SHRUB RISERS TO BE NOMINAL (1/2") INCH DIAMETER BY EIGHT (8") INCHES LONG, WHERE APPLICABLE.
 - B. POLYETHYLENE NIPPLES SIX (6") INCHES LONG TO BE USED ON ALL 1804 AND 1806 POP-UP SPRAY HEADS.
- 2.07 MATERIALS - SEE IRRIGATION PLAN
- A. SPRINKLER HEADS IN LAWN AREA AS SPECIFIED ON PLAN.
 - B. PVC PIPE: CLASS 200, SPR 21
 - C. COPPER TUBING (CITY CONNECTION): TYPE "M"
 - D. ELECTRIC VALVES TO BE ALL PASTIC CONSTRUCTION AS INDICATED ON PLANS.
 - D. REFER TO DRAWING FOR BACKFLOW PREVENTION REQUIREMENTS AND FLOW VALVE. COORDINATE EXACT LOCATION WITH LANDSCAPE ARCHITECT.

PART 3 - EXECUTION

- 3.01 INSTALLATION - GENERAL
- A. STAKING: BEFORE INSTALLATION IS STARTED, PLACE A STAKE WHERE EACH SPRINKLER IS TO BE LOCATED, IN ACCORDANCE WITH DRAWING. STAKING SHALL BE APPROVED BY THE LICENSED IRRIGATOR BEFORE PROCEEDING.
 - B. EXCAVATIONS: EXCAVATIONS ARE UNCLASSIFIED AND INCLUDE EARTH, LOOSE ROCK, ROCK OR AN COMBINATION THEREOF, IN WET OR DRY STATE. BACKFILL TRENCHES WITH MATERIAL THAT IS SUITABLE FOR COMPACTION AND CONTAINS NO LUMPS, CLODS, ROCK, DEBRIS, ETC. SPECIAL BACKFILL SPECIFICATIONS, IF FURNISHED TAKE PREFERENCE OVER THIS GENERAL SPECIFICATION.
 - C. BACKFILL: FLOOD OR HAND-TAMP TO PREVENT AFTER SETTLING. HAND RAKE TRENCHES AND ADJOINING AREA TO LEAVE GRADE IN AS GOOD OR BETTER CONDITION THAN BEFORE INSTALLATION.
 - D. PIPING LAYOUT: PIPING LAYOUT IS DIAGRAMMATIC. ROUTE PIPING AROUND TREES AND SHRUBS IN SUCH A MANNER AS TO AVOID DAMAGE PLANTINGS. DO NOT DIG WITHIN BALL OF NEWLY PLANTED TREES OR SHRUBS.
- 3.02 PIPE INSTALLATION
- A. SPRINKLER MAINS: INSTALL A FOUR (4") INCH MINIMUM TRENCH WITH A MINIMUM OF TWELVE (12") INCHES OF COVER.
 - B. LATERAL PIPING: INSTALL A FOUR (4") INCH WIDE MINIMUM TRENCH DEEP ENOUGH TO ALLOW FOR INSTALLATION OF SPRINKLER HEADS AND VALVES, BUT IN NO CASE, WITH LESS THAN EIGHT (8") INCHES OF COVER.
 - C. TRENCHING: REMOVE LUMBER, RUBBISH, AND LARGE ROCKS FROM TRENCHES. PROVIDE FIRM, UNIFORM BEARING FOR ENTIRE LENGTH OF EACH PIPE LINE TO PREVENT UNEVEN SETTLEMENT. WEDGING OR BLOCKING OF PIPE WILL NOT BE PERMITTED. REMOVE FOREIGN MATTER OR DIRT FROM INSIDE OF PIPE BEFORE WELDING, AND KEEP PIPING CLEAN BY APPROVED MEANS DURING AND AFTER LAYING OF PIPE.
- 3.03 PVC PIPE AND FITTING ASSEMBLY
- A. SOLVENT: USE ONLY SOLVENT RECOMMENDED BY MANUFACTURER TO MAKE SOLVENT-WELDED JOINTS. THOROUGHLY CLEAN PIPE AND FITTINGS OF DIRT, DUST AND MOISTURE BEFORE APPLYING SOLVENT.
 - B. PVC TO METAL CONNECTION: WORK METAL CONNECTIONS FIRST. USE A NON-HARDENING PIPE DOPE SUCH AS PERMATEX NO. 2 ON THREADED PVC ADAPTERS INTO WHICH PIPE MAY BE WELDED.
- 3.04 COPPER TUBING AND FITTING ASSEMBLY
- A. CLEAN PIPE AND FITTING THOROUGHLY AND LIGHTLY SAND PIPE CONNECTIONS TO REMOVE RESIDUE FROM PIPE. ATTACH FITTINGS TO TUBING IN AN APPROVED MANNER USING 50-50 SOFT SOLID CORE SOLDER.
- 3.05 SHRUB SPRAY HEADS (FIXED)
- A. SHRUB SPRAY HEADS: SUPPLY IN ACCORDANCE WITH MATERIALS LIST, WITH NUZZLING IN ACCORDANCE WITH DRAWINGS. DRAWINGS INDICATE SIZE OF NUZZLING AND DEGREE OF ARC. DETERMINE CORRECT DEGREE OF ARC OF NOZZLE (IF CONDITIONS WARRANT) BY AREA TO BE COVERED AND BY WIND CONDITIONS THAT MAY AFFECT COVERAGE
 - B. HEIGHT: INSTALL HEADS ON PVC SCHEDULE 80 RISERS SUFFICIENTLY HIGH TO WATER UNDER SHRUBS AND PLANTS, OR AS DIRECTED BY THE LANDSCAPE ARCHITECT.
- 3.06 POP-UP SPRAY HEADS
- A. SUPPLY POP-UP SPRAY HEADS IN ACCORDANCE WITH MATERIALS LIST AND PLAN. ATTACH SPRINKLER TO LATERAL PIPING WITH A MANUFACTURED SWING JOINT NOT LESS THAN THREE (3") INCHES OR MORE THAN SIX (6") INCHES LONG.
- 3.07 VALVES
- A. SUPPLY VALVES IN ACCORDANCE WITH MATERIALS LIST AND SIZED ACCORDING TO DRAWINGS. INSTALL VALVES IN A LEVEL POSITION IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. SEE PLAN FOR TYPICAL INSTALLATION OF ELECTRIC VALVE, VALVE BOX
 - B. LICENSED IRRIGATOR CONTRACTOR TO CONNECT TO WATER METER AND INSTALL BACKFLOW ASSEMBLY PER DETAILS WITH MASTER VALVE.
- 3.08 WIRING
- A. SUPPLY WIRING FROM THE AUTOMATIC SPRINKLER CONTROLS TO THE VALVES. NO CONDUIT WILL BE REQUIRED FOR U.F. WIRE UNLESS OTHERWISE NOTED ON THE PLAN. WIRE SHALL BE TUCKED UNDER THE PIPING.
 - B. A SEPARATE WIRE IS REQUIRED FROM THE CONTROL TO EACH ELECTRIC VALVE. A COMMON NEUTRAL WIRE IS ALSO REQUIRED FROM EACH CONTROL TO EACH OF THE VALVES SERVED BY EACH PARTICULAR CONTROL.
 - C. BUNDLE MULTIPLE WIRES AND TAPE THEM TOGETHER AT TEN (10') FOOT INTERVALS. INSTALL TEN (10') INCH EXPANSION COIL AT NOT MORE THAN ONE HUNDRED (100') INTERVALS. MAKE SPLICES WATERPROOF.
- 3.09 AUTOMATIC SPRINKLER CONTROLS
- A. SUPPLY IN ACCORDANCE WITH IRRIGATION PLAN. INSTALL ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
- 3.10 TESTING
- A. SPRINKLER MAINS: TEST SPRINKLER MAIN ONLY FOR A PERIOD OF TWELVE (12) TO FOURTEEN (14) HOURS UNDER NORMAL PRESSURE. IF LEAKS OCCUR, REPLACE JOINT OR JOINTS AND REPEAT TEST.
 - B. COMPLETE TESTS PRIOR TO BACKFILLING. SUFFICIENT BACKFILL MATERIAL MAY BE PLACED IN TRENCHES BETWEEN FITTINGS TO INSURE STABILITY OF LINE UNDER PRESSURE. IN EACH CASE, LEAVE FITTINGS AND COUPLINGS OPEN TO VISUAL INSPECTION FOR FULL PERIOD OF TEST.
- 3.11 FINAL ADJUSTMENT
- A. AFTER INSTALLATION HAS BEEN COMPLETED, MAKE FINAL ADJUSTMENT OF SPRINKLER SYSTEM IN PREPARATION FOR LICENSED IRRIGATOR'S FINAL INSPECTION. COMPLETELY FLUSH SYSTEM TO REMOVE DEBRIS FROM LINES AND TURNING ON SYSTEM. CHECK SPRINKLERS FOR PROPER OPERATION AND PROPER ALIGNMENT FOR DIRECTION OF FLOW. CHECK EACH SECTION OF SPRAY HEADS FOR OPERATING PRESSURE AND BALANCE TO OTHER SECTIONS BY USE OF FLOW ADJUSTMENT AND TOP OF EACH VALVE. CHECK NUZZLING FOR PROPER COVERAGE. PREVAILING WIND CONDITIONS MAY INDICATE THAT ARCH OF ANGLE OF SPRAY SHOULD BE OTHER THAN SHOWN ON DRAWINGS. IN THIS CASE, CHANGE NOZZLES TO PROVIDE CORRECT COVERAGE.

INSTALLATION NOTES:

- COORDINATE IRRIGATION INSTALLATION WITH PLANTING PLAN AND SITE CONDITIONS TO PROVIDE COMPLETE COVERAGE WITH MINIMUM OVER SPRAY. OVER-SPRAY ON ANY NON-PERMEABLE SURFACE IS PROHIBITED. THE IRRIGATION CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS TO ENSURE PROPER COVERAGE AT NO ADDITIONAL COST TO THE OWNER.
- THE IRRIGATION CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE MANDATED IRRIGATION ORDINANCES AND CODES, AND WILL SECURE ALL REQUIRED PERMITS. L.I.C. SHALL PAY ANY ASSOCIATED FEES UNLESS OTHERWISE NOTED. ALL LOCAL CODES SHALL PREVAIL OVER ANY DISCREPANCIES HEREIN AND SHALL BE ADDRESSED BEFORE ANY CONSTRUCTION BEGINS.
- CONFIRM MINIMUM STATIC WATER PRESSURE OF 65 PSI AT LEAST 7 DAYS BEFORE BEGINNING WORK. IF STATIC WATER PRESSURE IS OUTSIDE THE RANGE STATED ABOVE, DO NOT PROCEED UNTIL DIRECTED BY THE LICENSED IRRIGATOR.
- LATERAL PIPE SHALL BE INSTALLED AT A MINIMUM DEPTH OF 12 INCHES. MAINLINE PIPE AND WIRES SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18 INCHES. NO MACHINE TRENCHING SHALL BE PERMITTED WITHIN EXISTING TREE ROOT ZONES. WHEN HAND - TRENCHING WITHIN EXISTING TREE ROOT ZONES, NO ROOTS LARGER THAN 1" DIAMETER SHALL BE CUT.
- ELECTRIC POWER SHALL BE PROVIDED WITHIN FIVE FEET OF CONTROLLER LOCATION BY GENERAL CONTRACTOR. L.I.C. TO PROVIDE FINAL HARD-WIRE TO CONTROLLER.
- 24 VOLT VALVE WIRE SHALL BE A MINIMUM OF #14 GAUGE, U.F. APPROVED FOR DIRECT BURIAL, SINGLE CONDUCTOR "IRRIGATION WIRE". WIRE SPLICES SHALL INCLUDE DBY CONNECTORS AS MANUFACTURED BY 3M COMPANY. ALL FIELD SPLICES SHALL BE LOCATED IN A ROUND VALVE BOX OF SUFFICIENT SIZE TO ALLOW INSPECTION.
- VALVE BOXES SHALL BE INSTALLED FLUSH WITH GRADE, SUPPORTED BY BRICKS AS DETAILED, WITH 3 INCHES OF CLEAN PEA GRAVEL LOCATED BELOW THE VALVE. USE 12" x 17" RECTANGULAR VALVE BOXES WITH PURPLE LID FOR QUICK COUPLING VALVES, AND 14" X 20" RECTANGULAR BOXES FOR ELECTRIC VALVES UNLESS NOTED OTHERWISE. D.C.A., WITH UPSTREAM BALL VALVE AND WYE FILTER SHALL BE BOXED AND LOCATED ACCORDING TO LOCAL CODE. THE WYE FILTER SHALL BE INSTALLED AT A 45 DEGREE ANGLE FROM HORIZONTAL, WITH ADEQUATE CLEARANCE TO ENABLE THE REMOVAL OF THE FILTER SCREEN WITHOUT DIGGING OR THE REMOVAL OF THE GRAVEL OR THE VALVE BOX.
- USE RIGID SCH. 80 PVC SWING JOINT ASSEMBLIES TO CONNECT ALL ROTARY HEADS AND QUICK COUPLERS.
- ALL SPRAY HEADS SHALL BE CONNECTED WITH A SWING JOINT ASSEMBLY. ALL POP-UP ROTARY HEADS SHALL INCLUDE A RIGID SCH. 40 PVC SWING JOINT ASSEMBLY OF THE SAME SIZE AS THE HEAD INLET.
- PROVIDE ONE QUICK COUPLER KEY WITH SWIVEL HOSE FOR EVERY SIX Q.C. VALVES. (MINIMUM ONE SET).
- CONTRACTOR IS TO CONTACT APPROPRIATE AUTHORITIES AND LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
- THE PROPOSED LOCATIONS OF ALL ABOVE- GROUND EQUIPMENT INCLUDING BACK-FLOW PREVENTORS, CONTROLLERS AND WEATHER SENSORS SHALL BE STAKED BY THE CONTRACTOR FOR APPROVAL BY THE OWNER'S REPRESENTATIVE BEFORE THESE ITEMS ARE INSTALLED.
- ALL HEADS SHALL BE INSTALLED A MINIMUM OF 4" FROM PAVEMENT EDGES. (6" OR GREATER WHERE REQUIRED BY LOCAL CODE) FINAL HEAD ADJUSTMENTS BY THE CONTRACTOR SHALL INCLUDE THE ADDITION OF CHECK VALVES WHERE NEEDED TO PREVENT EXCESSIVE LOW HEAD DRAINAGE. THE CONTRACTOR SHALL BUDGET FOR, AND INSTALL CHECK VALVES FOR UP 10% OF THE TOTAL NUMBER OF HEADS WHEN NEEDED, WITH NO ADDITIONAL COST TO THE OWNER.
- ALL SLEEVES SHALL BE MARKED WITH A 3" CURB SAW CUT ON EACH SIDE OF THE PAVEMENT CROSSING. WHERE A CHANGE OF MAINLINE OR LATERAL PIPE DEPTH IS REQUIRED TO ACCOMMODATE SLEEVE DEPTHS, THE MAINLINE AND LATERAL PIPE SHALL INCLUDE 45 DEGREE ELBOW FITTINGS, NOT 90 DEGREE FITTINGS.
- WHERE SHOWN ON THE PLANS, SELECTED TURF AREAS SHALL INCLUDE DRIP TUBE WITH PRE-INSTALLED .6 GPH DRIP EMITTERS EVERY 18", INSTALLED IN CENTER-FED GRIDS WITH ROWS SPACED 18" APART. INDIVIDUAL DRIP TUBE RUNS SHALL NOT EXCEED 200 L.F. SEE DRIP GRID DETAILS FOR HEADER AND EXHAUST PIPE SIZES. WHERE REQUIRED, PVC LATERAL "TRUNK" LINES SHALL BE INSTALLED 10" DEEP. DRIP TUBE SHALL BE SET 4" BELOW FINISHED SOIL GRADE. MANUAL FLUSH VALVES (1/2" PVC BALL VALVE) SHALL BE INSTALLED AT THE FARTHEST POINTS FROM THE ZONE VALVE. USE 17 MM BARBED FITTINGS FOR DRIP LINE CONNECTIONS. PRESSURE TESTING ALL CONNECTIONS. BEFORE BACKFILLING. DRIP TUBING SHALL BE INSTALLED PERPENDICULAR TO SLOPE FACE. EACH DRIP ZONE SHALL INCLUDE ONE MAINTENANCE FLAG WHICH SHALL CONSIST OF A 12" POP-UP SPRAY HEAD AND COMPLETELY CLOSED SPRAY NOZZLE. THE POP-UP HEAD SHALL BE CONNECTED TO THE DRIP ZONE PIPE, SET FLUSH WITH GRADE, AND LOCATED AT THE FARTHEST DISTANCE FROM THE DRIP VALVE ASSEMBLY. INSTALL THE "FLAG" HEAD ADJACENT TO EDGING OR IN LOW PLANTINGS FOR EASE OF VIEWING. INSTALL AIR/VACUUM RELIEF VALVES (AR VALVE KIT) IN 6" ROUND VALVE BOX, AT THE HIGHEST ELEVATIONS OF EACH DRIP ZONE. TEMPORARY SUPPLEMENTAL OVERHEAD WATERING MAY BE REQUIRED FOR SOD ESTABLISHMENT. IF ADDITIONAL ZONES ARE NEEDED DUE TO THE LENGTH OF RUNS, THEN THE CONTRACTOR SHALL INDICATE TO THE LICENSED IRRIGATOR PRIOR TO BIDDING AND/OR CONSTRUCTION. AFTER BIDDING AND CONSTRUCTION HAS COMMENCED IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ADD ADDITIONAL ZONES (INCLUDING MATERIALS AND LABOR) AT NO ADDITIONAL COST TO THE OWNER.
- PIPE SLEEVES MAYBE COMBINED INTO ONE SLEEVE, AS LONG AS THE SLEEVE IS TWICE THE SIZE OF THE PIPES BEING INSTALLED. NOT ALL PIPE SLEEVES ARE SHOWN ON PLANS FOR GRAPHIC CLARITY. CONTRACTOR TO INSURE PIPE SLEEVES TO BE INSTALLED FOR ANY PIPE UNDER PAVEMENT.



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

BENCHMARKS

BM #1:
SITE BENCHMARK XCUT IN CONCRETE AT TOP OF HEADWALL
EASTING: 2397538.5670
NORTHING: 6844292.294

ELEV. =643.66'
BM #2:
SITE BENCHMARK CP ALUMINUM DISK TxDOT 42-01 0747 050.
EASTING: 2399027.05
NORTHING: 6844489.05

ELEV. =657.66'

INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.

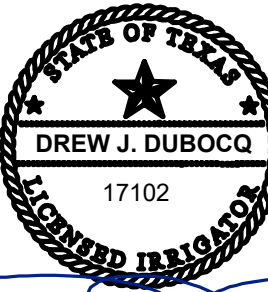


VENUS TRAVEL CENTER
VENUS, TEXAS

IRRIGATION NOTES

No.	Date	Revision	Description

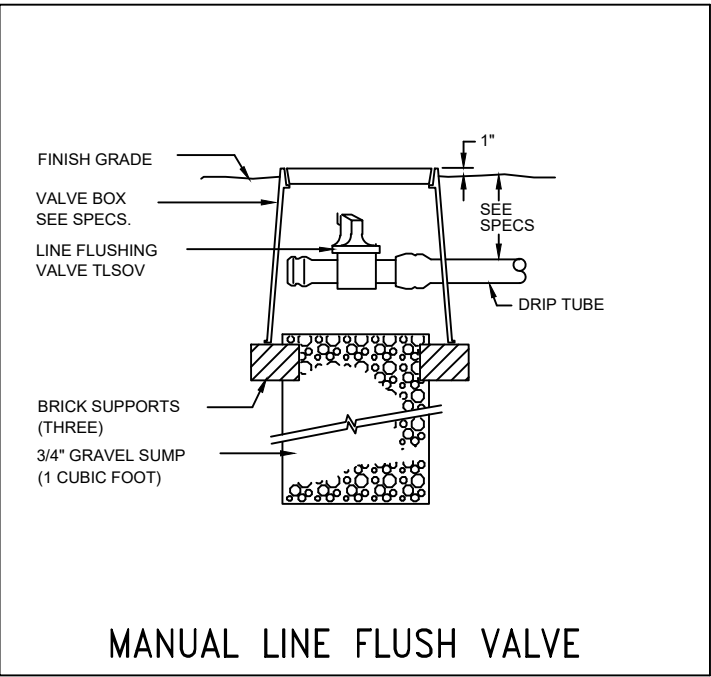
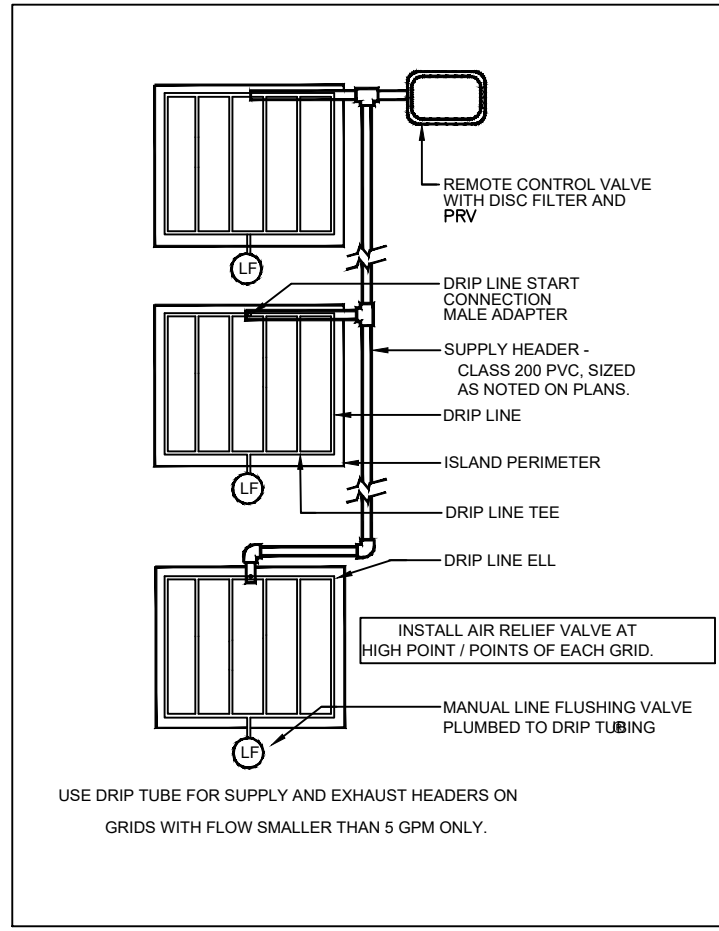
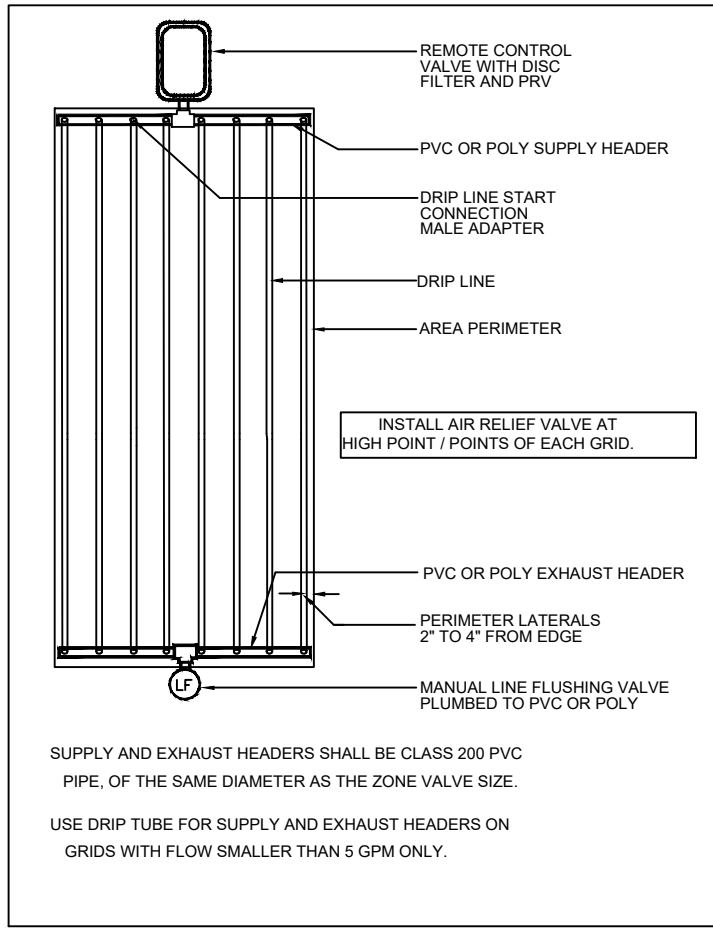
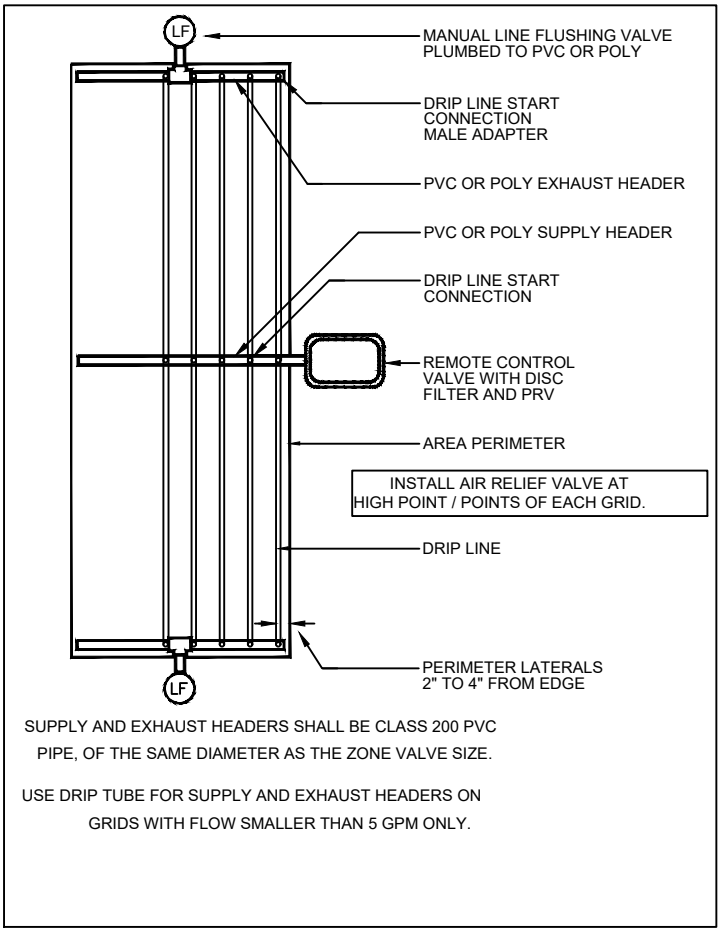
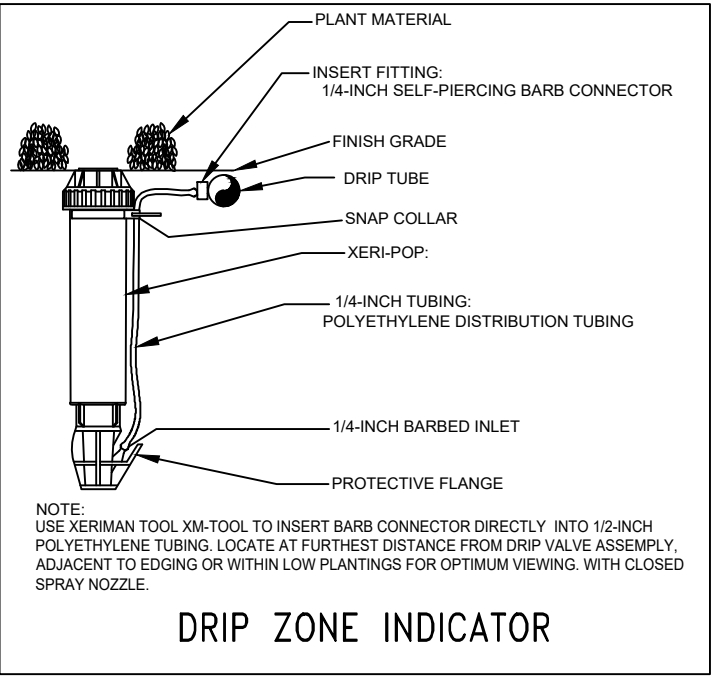
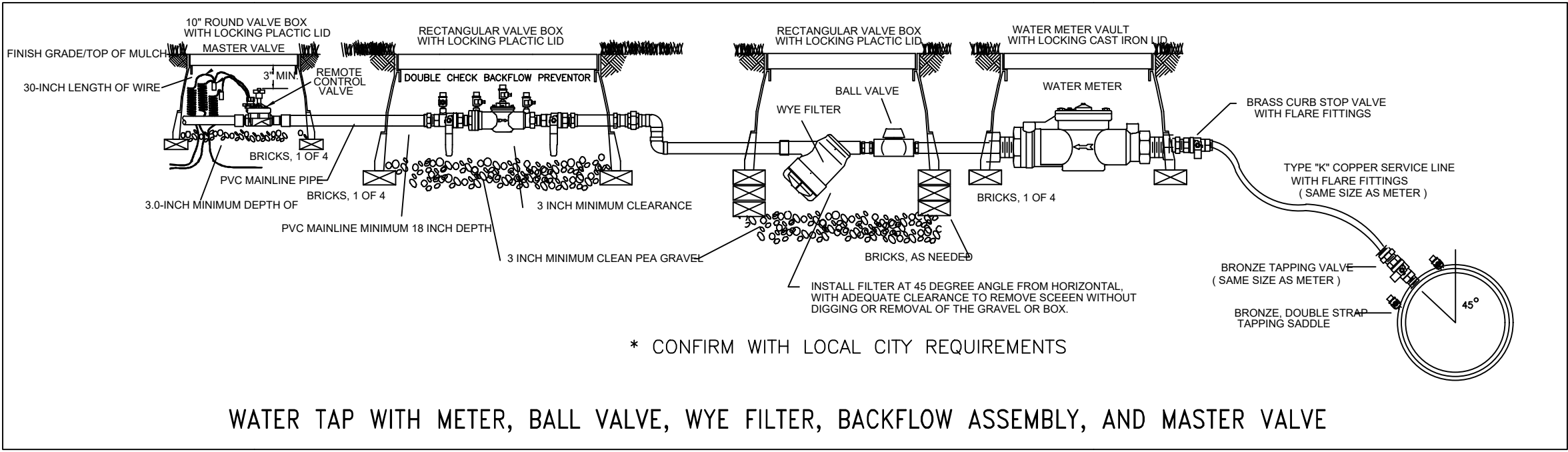
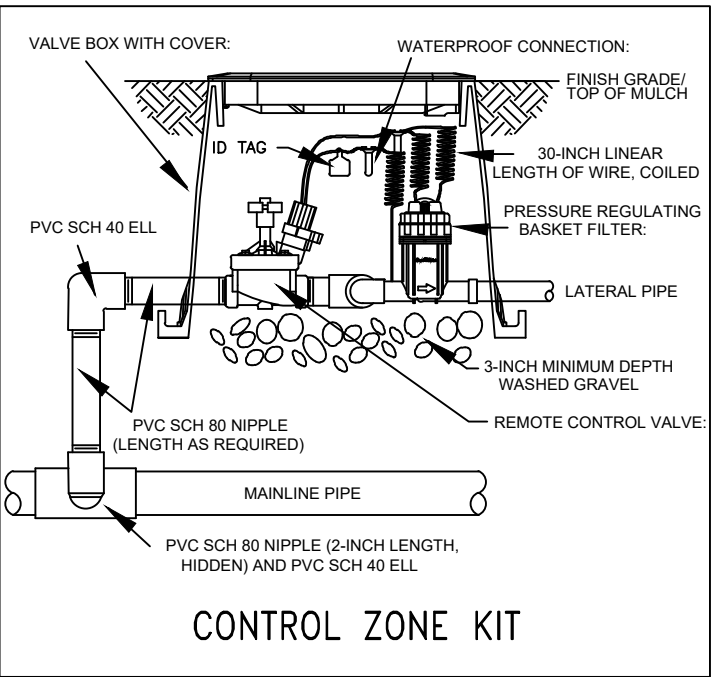
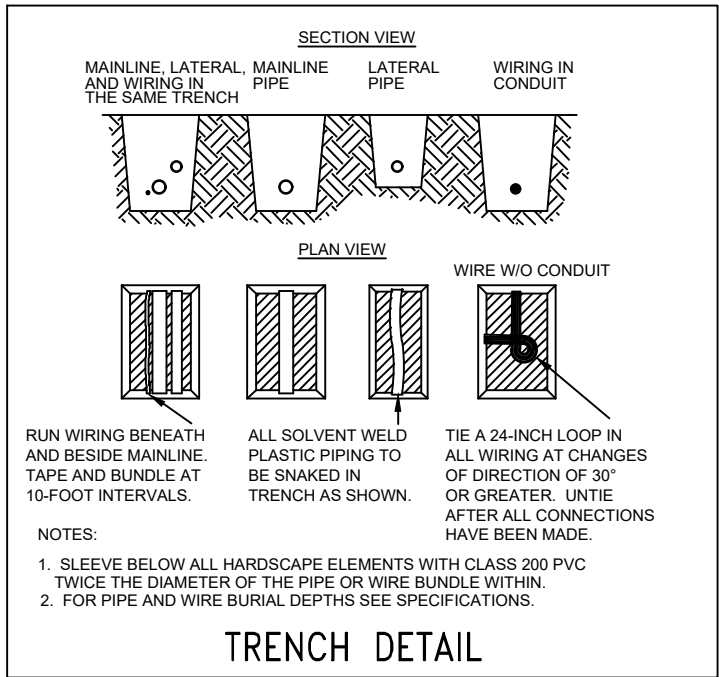
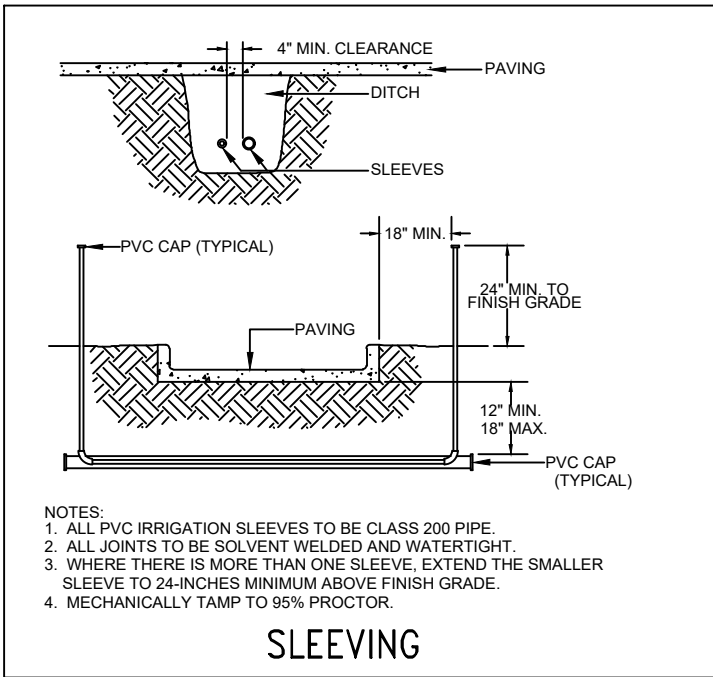
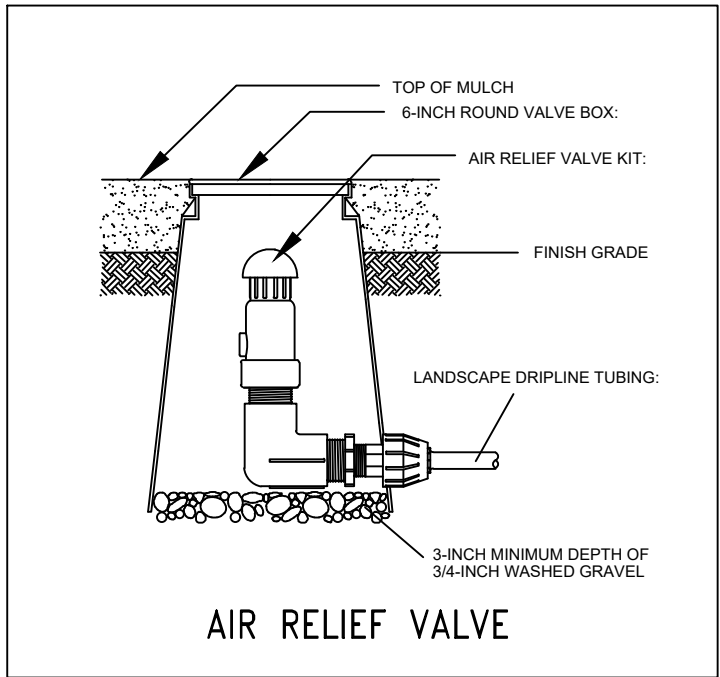
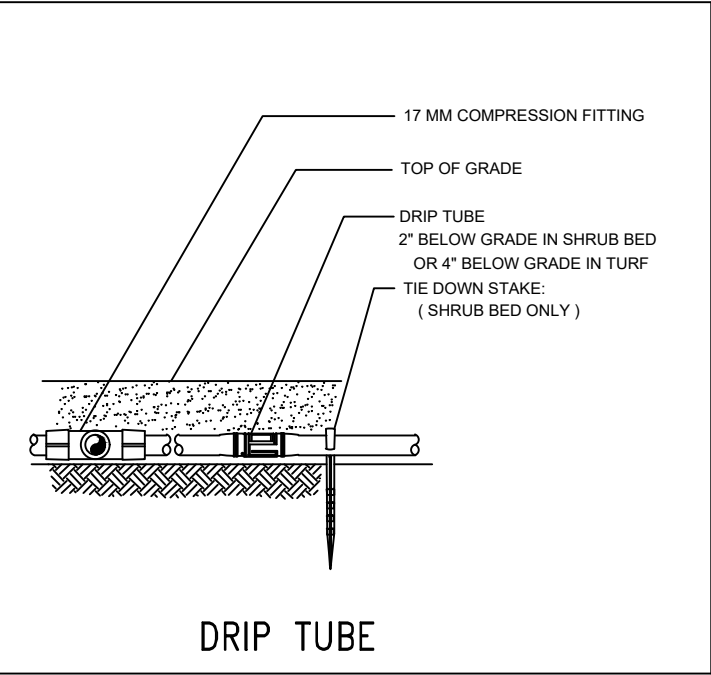
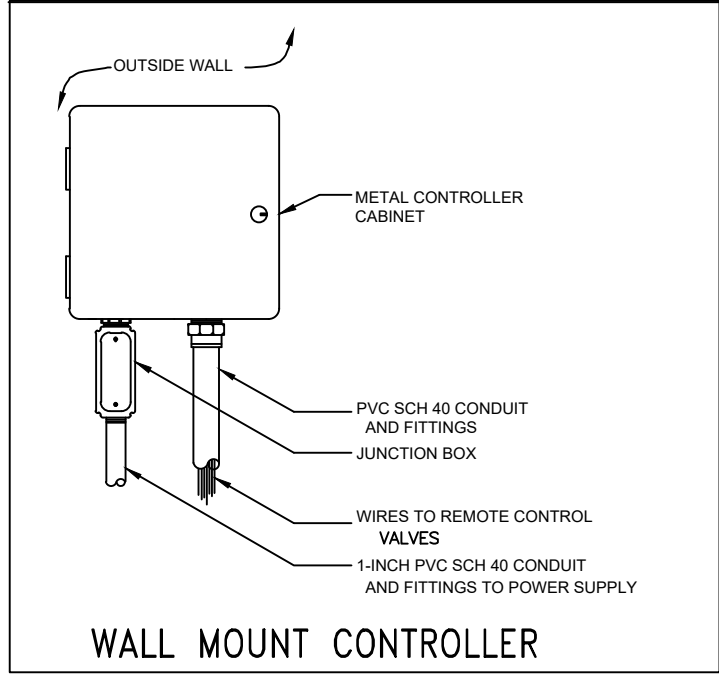
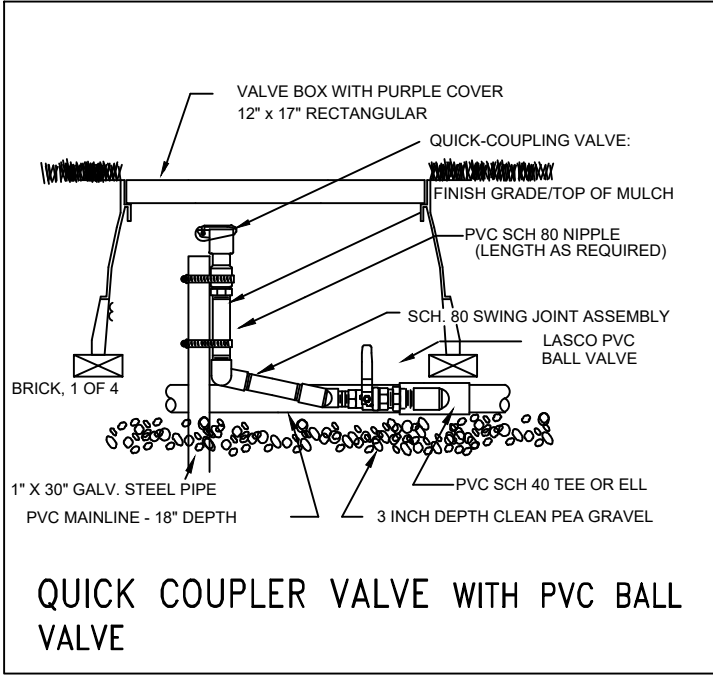
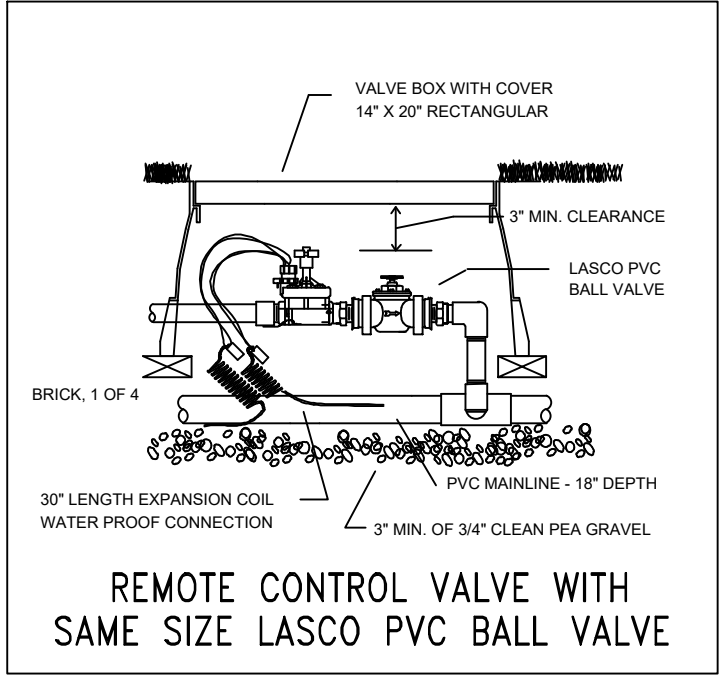
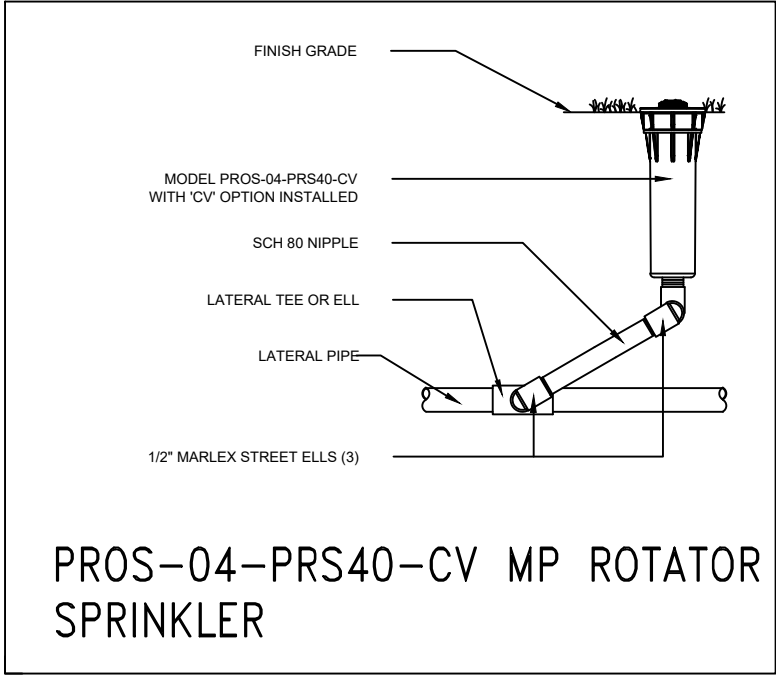
PROJECT NO.: 172-21-005



05/09/2023

SHEET NUMBER

IR-2.3



COORDINATION WITH EXISTING TREES

NO MACHINE TRENCHING SHALL BE PERMITTED WITHIN THE ROOT ZONE OF EXISTING TREES. HAND-DIG ONLY, WITHIN THE ROOT ZONES OF EXISTING TREES. NO ROOTS OVER 1\"/>



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

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No.	Date	Revision	Description





CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTANT SERVICES (together with the attached Exhibits, this “Contract”) is entered into and is effective as of _____, 2023 (the “Effective Date”) by and between the City of Venus (the “Client”), as its sole beneficiary, and **30 THREE SIXTY PUBLIC FINANCE, INC.** (the “Consultant”).

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with federal and state law, except where the context clearly indicates a different meaning.

2. **Term of Engagement.**

(a) This Contract shall be for an initial term beginning on the Effective Date and shall continue in force until the Scope of Services hereunder have been fully and completely performed and all proper invoices have been rendered and paid. This contract has no specific termination date. See Section 9 for additional termination details.

3. **Basic Services and Compensation.**

(a) *Scope of Services.* The Consultant is hereby engaged by the Client as an independent contractor to perform, in accordance with industry best practices and in the best interest of the Client, such portions of the work which may include, but are not limited to, those items outlined in Exhibit A (which is attached hereto and incorporated as a part of this Contract) (the “Scope of Services”). The Consultant shall be compensated for performing such Scope of Services as provided in Exhibit B, which is attached hereto and incorporated as a part of this Contract.

(b) *Limitations on Scope of Services.* The Scope of Services is subject to the following limitations:

- (i) The Scope of Services is limited solely to the services described in the attached exhibits and is subject to any limitations set forth within such description.
- (ii) Unless otherwise provided in the Scope of Services described herein, Consultant is not responsible for certifying as to the accuracy or completeness of any preliminary or final official statement or limited offering memorandum, other than with respect to any information

about Consultant provided by Consultant for inclusion in such documents.

- (iii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any issue of municipal securities or in connection with any opinion or certificate rendered by counsel or any other person at closing.

(c) *Amendment to Scope of Services.* The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

4. **Records and Accounts.** The Consultant shall maintain all records and accounts in connection with the Scope of Services performed pursuant to this Contract in the manner and for at least the length of time prescribed by federal and state rules, regulations and industry standard guidelines governing municipal advisors.

5. **No Underwriting.** The Consultant covenants and agrees that neither it nor any person who serves as an officer or employee of the Consultant will directly or indirectly act as or on behalf of an underwriter for any bonds or other obligations issued by the Client.

6. **Required Disclosures.** The Consultant hereby provides to the Client the disclosures set forth in Exhibit C regarding any direct and/or indirect conflicts of interest in connection with the provision by the Consultant of the Scope of Services. Municipal Securities Rulemaking Board (“MSRB”) Rule G-42 (the “Rule”) requires that Consultant make a reasonable inquiry as to the facts that are relevant to Client’s determination whether to proceed with a course of action or that form the basis for any advice provided by Consultant to Client. The Rule also requires that Consultant undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Consultant is also required under the Rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client’s behalf.

The Client agrees to cooperate, and to cause its agents to cooperate, with Consultant in carrying out these regulatory duties, including providing to Consultant accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Consultant provide advice with regard to any recommendation made by a third party, Client will provide to Consultant written direction

to do so as well as any information it has received from such third party relating to its recommendation.

Additionally, under MRSB Rule G-10, Consultant must notify Client of certain client education materials which are set forth in Exhibit D hereto.

7. **Fiduciary Relationship.** The Consultant acknowledges pursuant to this Contract that it has a fiduciary duty to the Client under the federal securities laws and is required to act in the best interests of the Client without regard to its own financial or other interests.

8. **No Other Compensation.** The Consultant covenants and agrees that neither it nor any person who serves as an officer or employee of the Consultant will receive or accept any compensation or other benefit or tangible thing of material value from any person or entity in connection with the issuance of any obligations or the incurrence of any indebtedness by the Client or related to the Scope of Services provided herein other than compensation pursuant to this Contract.

9. **Termination for Default.** Either party may terminate this Contract for failure of the other party to fulfill its covenants or obligations under this Contract. Upon a breach by one party of any covenant or obligation under this Contract, the non-breaching party shall send written notice of such breach to the other party. If the party in breach does not cure or remedy such breach within 30 business days of receiving such written notice, the non-breaching party may terminate this Contract immediately. If this Contract is terminated by reason of a default of the Consultant prior to the completion of the Scope of Services under this Contract, the Consultant shall immediately assign to the Client, at the Client's discretion, any contracts and/or agreements relative to this Contract entered into between the Consultant and its subcontractors and consultants. The Consultant also shall (i) immediately discontinue all work and services affected (unless the notice directs otherwise), and (ii) upon payment for work performed, promptly deliver to the Client all studies, reports, documents, specifications, calculations, plans, estimates, summaries and other information and materials accumulated in performing this Contract. This Contract also permits either party to terminate this Contract without default with a 30-day written notice by either party. The Consultant shall be compensated for services performed through the termination date of the Contract.

10. **Ownership of Documents or Non-Default.** All studies, reports, documents, estimates, summaries and any other written materials produced, created or accumulated in performing this Contract (collectively, the "Output") and delivered to the Client are and shall remain the property of the Client and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Consultant. However, the processes, formulas, models and other proprietary

information Consultant utilizes to produce the Output shall remain the property of the Consultant.

11. **Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Consultant or any of its associated persons, Consultant and its associated persons shall have no liability to Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Consultant to Client. No recourse shall be had against Consultant for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any issue of municipal securities or otherwise relating to the tax treatment of any issue of municipal securities, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Contract shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Consultant's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

12. **Assignment.** This Contract is a professional service agreement which relies upon the personal and professional integrity and expertise of the Consultant to provide professional services to the Client. The Consultant may only assign its obligations, rights, duties or interest in this Contract to an affiliate of the Consultant or any corporation, firm or other entity into which the Consultant may merge or consolidate or to which the Consultant may sell all or substantially all of its assets, provided the assignee accepts all the rights and obligations hereunder.

13. **Consultants and Subcontractors.** Prior to the engagement of any consultants or subcontractors, the Consultant shall submit for approval by the Client a list of any consultants or subcontractors the Consultant intends to engage to perform work and/or services related to this Contract.

14. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or e-mailed (with hard-copy follow-up by mail or delivery) and addressed as follows:

To the Client: City of Venus
700 W. US Highway 67
Venus, TX 76084
Attention: Mr. Brandon Gazaway
Email: bgazaway@cityofvenus.org

With a copy to: _____

To the Consultant: 30 Three Sixty Public Finance, Inc.
5860 Owens Avenue, Suite 210
Carlsbad, CA 92008
Attention: Mr. Mitch Mosesman
Email: mitch@30360.pro

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

15. **Independent Contractor.** The Consultant is engaged as an independent contractor, and the Consultant shall accomplish all of the Scope of Services provided for herein in such capacity. The Client, or other agents of the Client will have no control or supervisory powers as to the detailed manner or method of the Consultant's performance of the subject matter of this Contract.

16. **Time Is of the Essence.** Both the Client and the Consultant expressly agree that time is of the essence with respect to this Contract, and any schedule for completion of tasks pursuant to this Contract shall be observed accordingly; provided, however, that the Client and the Consultant understand and agree that delays in the performance of the Scope of Services pursuant to this Contract due to circumstances or events outside the control of the parties shall result in a reasonable revision of the schedule and shall not constitute a default under this Contract.

17. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the Client and the Consultant. In

the event the Consultant's scope of work is increased or changed so as to materially increase the Scope of Services, the Consultant may seek to amend this Contract.

18. **Nonwaiver.** Failure by either party to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or failure by either party to notify the other party properly in the event of default, or the acceptance of or payment for service or review or approval of any document shall not release either party from any of the obligations of this Contract and shall not be deemed a waiver of any right of either party to insist upon strict performance hereof or any of its rights or remedies to a prior or subsequent default hereunder.

19. **Remedies Cumulative.** The rights and remedies contained in this Contract shall not be exclusive but shall be in addition to all rights and remedies now or hereafter existing whether by statute, at law or in equity; provided, however, neither party may terminate its duties under this Contract except in accordance with the provisions hereof.

20. **Headings.** The section headings of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.

21. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.

22. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Client and the Consultant concerning this Contract. Neither the Client nor the Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract, which is not expressly set forth or incorporated by reference herein.

23. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Texas.

24. **Authority of the Parties.** Each of the parties to this Contract, and each person signing this Contract on behalf of such party, represents and warrants to the other party to this Contract as follows: (a) that such party has full power and authority to execute, deliver and carry out the terms and provisions of this Contract; (b) that such party has taken all necessary action to authorize the execution, delivery and performance of this Contract; (c) that the individual(s) and/or entities executing this Contract on such

party's behalf have the authority to bind it to the terms and conditions of this Contract; and (d) that this Contract has been duly executed and delivered by such party.

25. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

26. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

27. **Waiver of Jury Trial.** *EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.*

IN WITNESS WHEREOF, this Contract was approved and duly executed by the _____ of the City of Venus this _____ day of _____, 2023.

City of Venus

By _____
(Signature)

By _____
(Printed name)
Title: _____

IN WITNESS WHEREOF, this Contract was duly executed by the Consultant this ____ day
of _____, 2023.

30 THREE SIXTY PUBLIC FINANCE, INC.

By _____
Name: Mitch Mosesman
Title: President

EXHIBIT A

**SCOPE OF SERVICES
CONSULTANT CONTRACT**

Our understanding is that the City of Venus currently has the following public improvement districts (“PIDs”): Bluestem Hills PID, Brahman Ranch PID No. 1, and the Patriot Estates PID. Our proposed scope of work for consulting services follows below.

A. Approach

30 Three Sixty’s preference is to kick off consulting services with a virtual or in-person meeting attended by the appropriate finance team members to discuss the team’s goals, collect background information, identify critical path items, and rough out a schedule and assign responsibilities.

B. Scope of Work

1. Basic PID Administration

a. Annual Update to the Service and Assessment Plan

30 Three Sixty shall prepare the annual update to the Service and Assessment Plans which shall include updates to the (i) projected amount and timing of PID bonds, (ii) estimated costs of the public improvements to be funded from such bonds, (iii) five-year projection of annual PID revenues and expenditures, and (iv) assessment roll. The update to the Service and Assessment Plan will also include a discussion of (i) any apportionment of assessments resulting from the platting of assessed property within the PID, including a recap of the assessment apportionment methodology, (ii) any changes in assessment amounts, and (iii) assessment prepayments.

b. Billing of Assessment Installments

30 Three Sixty will coordinate with Johnson County regarding the billing of the annual assessment installments along with regular property taxes. 30 Three Sixty will transmit the annual assessment installments to the County in electronic form as specified and follow up to ensure the assessment installment amounts are properly enrolled and billed.

c. Collection of Assessment Installments

30 Three Sixty will coordinate with Johnson County to obtain assessment installment collection data, prepare periodic reports coinciding with the County’s provision of collection data and detailing the assessment installment amounts collected for the reporting period in

question. 30 Three Sixty shall further provide a breakdown of collections by interest, principal, additional interest, and administrative expenses for purposes of facilitating proper deposits to the funds and accounts established by the applicable trust indenture.

30 Three Sixty will coordinate with the City to establish follow-up procedures for delinquent assessment installments which may include the preparation and mailing of periodic delinquent assessment installment notices. Should the need arise, 30 Three Sixty will assist legal counsel with further collection activities, including the foreclosure of the assessment installments that remain delinquent after the follow-up process. Such services may consist of the preparation of materials detailing the delinquent assessment installments, penalties, and interest.

d. Parcel Database

In order to establish and maintain a database of all County Parcel IDs within each PID, 30 Three Sixty will annually obtain the preliminary, if available, and final appraisal roll following its certification and/or review available online appraisal district records to determine the Parcel IDs which will be valid for the coming tax year. The Parcel ID database will include assessment lot type, original lien amount, outstanding balance, installment payment status, and record owner information to the extent readily available from the County.

In addition, 30 Three Sixty will coordinate with the City and/or developer to obtain preliminary plats following their approval and final plats following their recordation. Upon receipt of approved preliminary and/or recorded final plats, 30 Three Sixty will (i) calculate the assessment amount to be apportioned to each lot within such plat(s), (ii) determine if the resulting apportionment of assessments triggers a mandatory assessment prepayment, and (ii) prepare an amended assessment roll.

e. Assessment Prepayments

This task entails the calculation of assessment payoff amounts, coordination with the trustee regarding the redemption of bonds, and associated record-keeping in the event of actual prepayment. 30 Three Sixty will calculate the amount needed to pay off an assessment in part or in full, as requested, pursuant to the formula set forth in the Service and Assessment Plan. The assessment payoff amount, including payoff instructions, will be mailed to the requesting party. If prepayment in full

is received, 30 Three Sixty will coordinate with the City in the preparation and recordation of a release of lien with respect to the Parcel ID for which prepayment has been made.

Following the receipt of any prepayment, 30 Three Sixty will prepare bond redemption instructions to the trustee indicating the principal amount and maturity date of the bonds to be redeemed and the sources and application of funds for the bond redemption. The bond redemption instructions will indicate (i) the portion of the assessment payoff amount to be applied to the redemption of bond principal, (ii) the portion of the assessment payoff amount to be applied to interest on the bonds, (iii) the amount of the reserve fund credit, if any, to be applied to the redemption of bond principal, and (iv) the amount of prepayment reserve funds to be applied to pay for interest from the date of the payoff to the bond redemption date.

f. Property Owner Inquiries

This task involves responding to telephone calls from prospective or current property owners or other interested parties who have questions regarding the PID and the assessment installments. This task includes brief written responses to property owners as necessary.

g. Trust Indenture Compliance Analysis

30 Three Sixty will maintain its own database of trust account activity to facilitate trust indenture compliance review and reconciliation of actual to budgeted revenues and expenditures. Findings of non-compliance and/or inconsistencies with the trust indenture will be communicated to the PID and trustee.

2. Certificate of Payment Review

As requested, 30 Three Sixty will perform a review of the certificates for payment that are submitted in connection with requests for reimbursement of authorized public improvement costs. Such review may include the following tasks:

- 30 Three Sixty will coordinate with the City to develop certificate for payment procedures; and
- 30 Three Sixty will review certificate for payment packages for

completeness and compare the budgeted to the actual costs of the authorized public improvements. The City shall be responsible for inspection of authorized public improvements and final approval of the certificates for payment.

3. Continuing Disclosure

30 Three Sixty will (i) compile, assemble, and circulate for review the annual report containing the financial information specified in the continuing disclosure agreement entered into by the City in connection with the issuance of the PID bonds and (ii) coordinate with the developer to obtain the information required for the quarterly reports as specified in the continuing disclosure agreement entered into by the developer in connection with the issuance of the PID bonds.

4. Arbitrage/Rebate Determination

As requested, 30 Three Sixty will obtain periodic reports computing the rebate liability of the bonds. This task begins with a review of the nonarbitrage certificate and IRS information Form 8038 or 8038-G. Assuming that a rebate determination is required, an accounting of the investment and expenditure of all proceeds is prepared, and the rebate liability, if any, is calculated.

5. Bookkeeping Services (Optional)

Bookkeeping services include the preparation of the accounting records or books for the PID and include the following activities and reports:

- Income and Receipts, including entering (posting) the annual PID assessment installments and deposits against assessment installments receivable;
- Expenses and disbursements, including recording disbursements for administrative expenses and debt service payments;
- Reconciliation of trust or bank funds and accounts;
- Journal entries for infrastructure depreciation and debt;
- Quarterly bookkeeper report; and
Annual financial statements and statement of revenues, expenditures and changes in fund balances.

EXHIBIT B

**FEES
CONSULTANT CONTRACT**

30 Three Sixty's proposed fees for consulting services are shown in Table I below.

TABLE I			
CITY OF VENUS			
PUBLIC IMPROVEMENT DISTRICT CONSULTING SERVICES FEES			
TASK #	TASK DESCRIPTION	PID	FEE
B.1	Basic PID Administration	Bluestem Hills PID Brahman Ranch PID No. 1 Patriot Estates PID	\$4,500 annually ^a \$10,000 annually per improvement area ^a \$10,000 annually per improvement area ^a
B.2	Certificate for Payment Review	Bluestem Hills PID Brahman Ranch PID No. 1 Patriot Estates PID	Included in B.1 above Included in B.1 above Included in B.1 above
B.3	Continuing Disclosure	Bluestem Hills PID Brahman Ranch PID No. 1 Patriot Estates PID	Not Applicable \$1,500 annually per improvement area \$1,500 annually per improvement area
B.4	Arbitrage/Rebate	Bluestem Hills PID Brahman Ranch PID No. 1 Patriot Estates PID	Not Applicable \$1,000 annually per bond issue ^b \$1,000 annually per bond issue ^b
B.5	Bookkeeping (Optional)	Bluestem Hills PID Brahman Ranch PID No. 1 Patriot Estates PID	To Be Determined ^c To Be Determined ^c To Be Determined ^c
^a Plus SAP Update filing fees. ^b Assumes interim reports are prepared every 12 months. ^c 30 Three Sixty will prepare a bookkeeping proposal upon request.			

EXHIBIT C

DISCLOSURE REGARDING CONSULTANT CONFLICTS OF INTEREST

This exhibit is provided under Municipal Securities Rulemaking Board (“MSRB”) Rule G-42 (“Rule G-42”) and G-10 in connection with the Contract for consultant/municipal advisory services, dated _____, 2023 (the “Agreement”) between 30 Three Sixty Public Finance Inc. (“Consultant”) and the City of Venus (the “Client”). This Exhibit C to the Agreement will serve as written documentation required under Rule G-42 of certain specific terms, disclosures and other items of information relating to the consultant/municipal advisory relationship as of the date the Agreement is executed.

1. **Scope of Services.** The Scope of Services with respect to Consultant’s engagement with Client is defined in Exhibit A to the Agreement (the “Scope of Services”) and is subject to such limitations as may be provided in the Agreement.
2. **Consultant’s Regulatory Duties When Servicing Client.** Rule G-42 requires that Consultant make a reasonable inquiry as to the facts that are relevant to Client’s determination whether to proceed with a course of action or that form the basis for any advice provided by Consultant to Client. Rule G-42 also requires that Consultant undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Consultant is also required under Rule G-42 to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client’s behalf.

Accordingly, Consultant will seek Client’s assistance and cooperation, and the assistance and cooperation of Client’s agents, with the carrying out by Consultant of these regulatory duties, including providing to Consultant accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent Client seeks to have Consultant provide advice with regard to any recommendation made by a third party, Consultant requests that Client provide to Consultant written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. **Term and Termination.** The term of Consultant’s engagement as a consultant and the terms on which the engagement may be terminated are as provided in the Agreement.
4. **Compensation.** The form and basis of compensation for Consultant’s services are as provided in the Agreement.
5. **Required Disclosures.** Rule G-42 requires that Consultant provide you with the following disclosures of (i) material conflicts of interest and (ii) information regarding certain legal events and disciplinary history.

- a. *Disclosures of Conflicts of Interest.* Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect. Accordingly, Consultant makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how Consultant addresses or intends to manage or mitigate each conflict.
- b. *Mitigating Facts.* To that end, with respect to all of the conflicts disclosed below, Consultant mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Consultant to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to Consultant's financial or other interests. Furthermore, Consultant's supervisory structure, processes and practices, provides strong safeguards against individual representatives of Consultant potentially departing from their regulatory duties due to personal interests.
- c. *Disclosure of Conflicts Specific to Client.*
 - i. Other Consultant Relationships. Consultant serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Consultant serves as a consultant providing similar municipal advisory type services to other municipal clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under the Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Consultant could potentially face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair Consultant's ability to fulfill its regulatory duties to Client. This conflict of interest is mitigated by the general mitigations described above in subsection (b).
 - ii. Compensation-Based Conflicts. The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount

is usually based upon an analysis by Client and Consultant of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Consultant. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Consultant may suffer a loss. Thus, Consultant may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

- iii. The fee paid to Consultant increases the cost of investment to Client. The increased cost occurs from compensating Consultant for municipal advisory services provided.
- d. *Disclosures of Information Regarding Legal Events and Disciplinary History.* Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Consultant sets out below required disclosures and related information in connection with such disclosures.
 - i. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to Client's evaluation of Consultant or the integrity of Consultant's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
 - ii. How to Access Form MA and Form MA-I Filings. Consultant's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <https://www.sec.gov/edgar/searchedgar/companysearch.html>.
 - iii. Most Recent Change in Legal or Disciplinary Event Disclosure. Consultant has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.
- e. *Future Supplemental Disclosures.* As required by Rule G-42, the disclosures contained in this Exhibit C may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Consultant. Consultant will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

EXHIBIT D

DISCLOSURE REGARDING MUNICIPAL ADVISORY CLIENT EDUCATION AND PROTECTION

This exhibit is provided under Municipal Securities Rulemaking Board (“MSRB”) Rule G-10 (“Rule G-10”) in connection with the Contract for consultant/municipal advisory services, dated _____, 2023 (the “Agreement”) between 30 Three Sixty Public Finance Inc. (“Consultant”) and the City of Venus (the “Client”).

The MSRB has adopted certain rules that govern the activities of municipal advisors and their dealings with municipal entity and obligated person clients. Rule G-10 as amended, effective October 13, 2017, Investor and Municipal Advisory Client Education and Protection, requires certain proactive actions by municipal advisors with their clients.

More specifically, Rule G-10 requires that 30 Three Sixty Public Finance, Inc. promptly, after the establishment of a municipal advisory relationship, and no less than once each calendar year thereafter during the course of that municipal advisory relationship, provide in writing (which may be electronic) to the client, the following items of information:

- 30 Three Sixty Public Finance, Inc. is registered with the SEC and the MSRB as a municipal advisor.
 - SEC Registration and File Number: CIK 0001733578 and 867-02350
 - MSRB Registration Number: K1227
- The MSRB website address is www.msrb.org.
- The MSRB provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. Certain of those protections also apply to potential clients of a municipal advisor. Municipal advisors must comply with these rules when engaging in municipal advisory activities.

The MSRB has available a client brochure that summarizes key principles of the rules that protect clients of a municipal advisor and also provides information on how to file a complaint against a municipal advisor with the appropriate federal regulatory authority. A link to the MSRB brochure is included immediately below.

<http://msrb.org/~media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en>

ORDINANCE NO. 786-2023-09

AN ORDINANCE OF THE CITY OF VENUS, TEXAS, ADOPTING THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; 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 2023-2024 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 11, 2023, 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, the 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 are 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, 2023, and ending September 30, 2024, for the operation of different funds and purposes of the City of Venus be in accordance with Exhibit "A," "The Operating Budget", which is fully incorporated herein by reference, and which is approved by fund appropriations as follows:

<u>Fund</u>	<u>Adopted</u> <u>FY 2022-2023</u>
<u>General Fund</u>	\$6,518,515
<u>Water & Sewer Fund</u>	\$4,632,980
<u>Capital Fund</u>	\$0
<u>General Fund Debt Service</u>	\$788,510
<u>Court Security Fund</u>	\$1,000
<u>Court Technology Fund</u>	\$1,600

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 all adopted policies 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 18th day of September 2023.

APPROVED:

Alejandro Galaviz, Mayor

ATTEST:

Callie Green, City Secretary

ORDINANCE NO. 787-2023-09

AN ORDINANCE OF THE CITY OF VENUS, TEXAS, LEVYING AN AD VALOREM TAX RATE FOR FISCAL YEAR 2023-2024 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, 2023, and ending September 30, 2024;

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;

WHEREAS, the proposed tax rate for the 2023-2024 fiscal year is \$0.754842.

WHEREAS, the voter approved tax rate for the 2023-2024 fiscal year is \$0.719639.

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 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 2023-2024, 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 \$0.754842 per \$100 of taxable value. The tax rate consists of two components, each of which are separately approved by Council: \$0.147513 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 \$0.607329 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 Ellis and Johnson County Appraisal Districts to the City Council for the 2023 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, 2023, and ending September 30, 2024, 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 \$0.754842 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

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.085 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$5.95.

SECTION 6. Taxes are payable to the Ellis County, Texas Tax Assessor-Collector and 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, 2023, and all ad valorem taxes for the year 2023 shall become delinquent after January 31, 2024. If any person fails to pay the ad valorem taxes on or before the 31st day of January 2024, 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, and the Ellis County Tax Assessor and Collector are 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,

delinquent taxes shall be apportioned to the general 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 and the Ellis 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 18th day of September 2023.

ATTEST:

APPROVED:

Callie Green, City Secretary

Alejandro Galaviz, Mayor

RESOLUTION NO. 22-2023-09

A RESOLUTION OF THE CITY OF VENUS, TEXAS, RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE CITY'S FISCAL YEAR 2023-2024 OPERATING BUDGET AS REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 102.007 WHEN ADOPTING A BUDGET THAT WILL REQUIRE RAISING MORE REVENUES FROM PROPERTY TAXES THAN IN THE PREVIOUS YEAR; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, as per Local Government Code Sec. 102.007(c) adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget; and

WHEREAS a vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law; and

WHEREAS, the tax rate will increase total tax revenues from properties on the tax roll in the preceding tax year by 6.425%.

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

SECTION 1. Pursuant to Section 102.007(c) of the Texas Local Government Code, the governing body of a municipality is required to take a separate vote to ratify the property tax increase reflected in the City budget.

SECTION 2. This City Council of the City of Venus, Texas, now ratifies that the City budget adopted by this City Council will raise more total property tax revenue than last year's City budget by \$201,450 or 6.085% and, of that amount \$324,044 is tax revenue to be raised from annexations and new property added to the tax roll this year. The property tax increase in the City budget is hereby ratified.

SECTION 3. This resolution shall take effect immediately from and after its adoption and is accordingly resolved.

PASSED AND APPROVED by the City Council of the City of Venus this the 18th day of September 2023.

By: _____
Alejandro Galaviz, Mayor

ATTEST:

Callie Green, City Secretary



RESOLUTION 03-2023-09

WHEREAS, the City Council and Mayor of the City of Venus finds it in the best interest of the citizens of Venus, that the Venus Police Department Rifle Resistant Vest Program be operated for the FY 2024; and

WHEREAS, the City Council and Mayor of the City of Venus agrees to provide applicable matching funds for the said project as required by the Criminal Justice Division of the Governor's Office Rifle Resistant Body Armor grant application; and

WHEREAS, the City Council and Mayor of the City of Venus agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council and Mayor of the City of Venus, assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City Council and Mayor of the City of Venus, designates Alejandro Galaviz, Mayor of the City of Venus, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City Council and Mayor of the City of Venus approves submission of the grant application for the Rifle Resistant Body Armor Program to the Office of the Governor, Criminal Justice Division.

Grant Number: 4758101 – Rifle-Resistant Body Armor Grant Program

Passed and Approved this 18th day of September 2023.

CITY OF VENUS

Alejandro Galaviz, Mayor

ATTEST:

Callie Green, City Secretary



**City Council Agenda Item Report
September 18, 2023**

Richard Allen, Fire Chief
972-366-3348 ext. 401
rallen@cityofvenus.org

**CONSIDER AND ACT UPON APPROVING A SERVICE CONTRACT WITH ELLIS
COUNTY ESD #2 FOR 2023-2024**

- 1. BACKGROUND/HISTORY:** The City of Venus contracts with Ellis County ESD #1 to provide Fire and EMS service to portions of Ellis County that are within the city limits.
- 2. FINDINGS / CURRENT ACTIVITY:** The City approved this same contract last year. This year the ESD will be funding .06 / \$100 valuation in this contract. This is the same as the 22-23 contract.
- 3. RECOMMENDATIONS:** I recommend the Council approve the Mayor signing the contract with Ellis County ESD #2 for Fire and EMS service.
- 4. ATTACHMENTS:** Contract

STATE OF TEXAS §
§
COUNTY OF ELLIS §

WITNESSETH

WHEREAS, City is a Type A general-law city of the State of Texas; and

WHEREAS, District and City agree that it is desirable, and District has determined that it is in the best interest of the residents and property owners of the District, to enter into an agreement for Emergency Services whereby the City will provide Emergency Services within the Service Area;

ARTICLE I. DEFINITIONS

A. Board. The Board of Commissioners for the District.

B. Service Area. The geographic area of the City of Venus that is located within the District. City acknowledges that the Service Area boundaries are subject to change from time to time as a result of District or City annexations or disannexations.

C. Emergency Services. All fire protection and suppression services, rescue, emergency medical and other services to be made available to the District pursuant to this Agreement. Emergency Services include:

1. fire protection and suppression to protect people and property;
2. fire prevention education;
3. identification of hazardous materials;
4. emergency medical service as a first responder organization, including, but not limited to, providing advanced life support and emergency medical treatment on scene, including the use of certain techniques such as automatic external defibrillators; and
5. other services, as may be mutually agreed upon in writing by the District and City.

D. Fiscal Year. The period from October 1 through September 30.

E. Party/Parties. “Party” refers to either the District or the City. “Parties” refers to both District and City.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

Section 2.01 District’s Representations and Warranties.

A. The District represents and warrants that it is a political subdivision of the State of Texas created and operating pursuant to the H&S Code and has the authority to enter into this Agreement and the transactions contemplated hereby, and to carry out its obligations.

B. The District further represents and warrants that the City will not be responsible for a proportionate share of future District debt as a result of the City entering into this Agreement or the City’s disannexation of all or portions of the Service Area from the District.

Section 2.02 City’s Representations and Warranties.

C. City is a Type A general-law city, a political subdivision of the State of Texas, created and operating pursuant to the Texas Constitution and the Texas Local Government Code, and has the authority to enter into this Agreement and the transactions contemplated hereby and to carry out its obligations.

D. Neither the execution or delivery of this Agreement nor the consummation of the transactions or fulfillment of the obligations contemplated hereby conflicts with or results in a

breach of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which City is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of City.

E. City is familiar with the boundaries of the Service Area.

ARTICLE III.

SERVICE TO BE PROVIDED

Section 3.01 General.

A. During the term of this Agreement, City will provide Emergency Services to the Service Area on a 24-hour-per-day, seven-day-a-week basis. The Emergency Services shall be performed in accordance with City's SOPs and City Fire Department personnel job qualifications as they exist on the effective date of this Agreement (or as subsequently modified, provided that such modified version is approved in writing by the District) and shall be at least equal to the Emergency Services provided by City within its corporate boundaries. City may, and it is anticipated that it will, call upon its mutual aid agreements with other Emergency Services providers in the event of a need for additional Emergency Services capability in the Service Area.

B. City agrees that in the event City receives official notice of an alleged material breach of compliance with state, local, or federal laws, regulations, or ordinances related to the City's obligations under this Agreement, City will notify the District within 10 working days of such alleged breach. City will notify the District of the final disposition of such allegations within 10 working days of receipt of written notice.

C. City's Fire Chief or his/her designated representative agrees to attend the District's regular or special meetings when requested by the Board.

Section 3.02 Personnel.

A. City shall only utilize responsible, competent, and well-trained personnel in delivering the Emergency Services and must conduct regularly scheduled training sessions to ensure fulfillment of this duty, in accordance with the City's SOPs, City Fire Department personnel job qualifications, and the regulations promulgated by the Texas Commission on Fire Protection and the Texas Department of State Health Services.

B. At all times, City shall maintain on-duty staffing at the Venus Fire Station.

C. City will maintain a personnel policy for all Emergency Services employees, which must include policies addressing discrimination, sexual harassment, and chain of command. The policy must be made available to the District upon request.

Section 3.03 Dispatch Services

The City acknowledges that Johnson County will dispatch all calls for Emergency Services originating within the Service Area. The City shall respond to all calls to which it is dispatched by

Johnson County.

Section 3.04 Reporting to District.

A. Reports

The City shall provide reports in a timeframe and format as agreed to by the District's Board and the City's Fire Chief.

B. Other Information

The City shall provide or cause to be provided to the District, or to any agent of the District, such reports or information concerning the Emergency Services provided by the City as the District may reasonably request. Such reports may include, at the District's discretion, response times for the various calls made by the City, types of calls, and any other information reasonably requested by the District.

Section 3.05 Approvals and Permits.

City must obtain and maintain all necessary licenses, permits, and approvals, as the case may be, that are necessary from any governmental bodies or agencies having jurisdiction in connection therewith for the provision of Emergency Services to the Service Area as called for by this Agreement.

ARTICLE IV.

INSURANCE AND INDEMNIFICATION

Section 4.01 Insurance.

A. Workers Compensation Insurance. At all times during the term of this Agreement, City must maintain Worker's Compensation Insurance with respect to all paid employees, and volunteer members that volunteer directly for the City.

Section 4.02 Indemnification.

To the fullest extent permitted by law, and subject to the last sentence of this section, each Party shall and does hereby agree to indemnify, protect, defend, and hold harmless the other Party, its officers, agents and employees, for, from and against all claims, demands, liabilities, damages, costs, suits, losses, liens, expenses, causes of action, judgments, and fees (including court costs, attorney's fees, and costs of investigation), of any nature, kind, or description, by, through, or of any person or entity whomsoever arising out of, or alleged to have arisen out of, (in whole or in part) the Emergency Services to be performed, or in any way related to the Emergency Services. Nothing in this Section 4.02 or any other provision of this Agreement shall require, or be deemed or construed as having required, either Party to assess or collect revenue or to create a sinking fund to satisfy any indemnification obligation under this Agreement.

Section 4.03 Liability

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

B. It is expressly understood and agreed that a Party will not be held liable for the actions of any of the other Party's employees or volunteer members while in any manner furnishing services under this Agreement.

ARTICLE V.
PAYMENTS

Section 5.01 Preparation of Budget.

A. The City agrees to submit, for review by the District, a preliminary draft of the portion of the City's proposed budget that relates to the provision of Emergency Services within the Service Area. The City agrees to submit the updated budgetary information to the District at least 30 days before final adoption by the City Council.

B. The City's budget must include all operation, maintenance and capital expenses proposed by the City for Emergency Services in the Service Area.

Section 5.02 Payments to City.

A. In consideration for City providing the Emergency Services under this Agreement, District will pay to City a sum based on the taxable value of the Service Area provided by the Ellis County Appraisal District and multiplied by a valuation of \$0.06/\$100 per year. District will pay City as follows:

- 1) Initial payment of 50% of the sum as calculated above due March 15, 2024;
and
- 2) A final payment of 50% of the sum as calculated above due September 15, 2024.

B. Expenses incurred during the term may be paid only with funds from the Fiscal Year's budget associated with the term.

C. District is not responsible for providing funding for Emergency Services in any portion of the City or its extraterritorial jurisdiction that are outside of Ellis County and/or outside the District's boundaries.

Section 5.03 Payments from Current Revenues.

All payments made by either Party under this Agreement shall be from current revenues.

ARTICLE VI.
MISCELLANEOUS

Section 6.01 Acquisition, Title to and Ownership of Assets

A. Pursuant to State law, all assets provided to the City or assets purchased or leased at any time using District funds, whether such funds were used to acquire or lease the asset in whole or in part, shall remain the property of the District regardless of title, and regardless of how or by whom the asset is used. If the District provides less than 100% of the funds required to purchase or lease an asset, the District's ownership in that asset shall be equal to the proportionate share of the funds provided.

B. From the Effective Date of the Agreement forward and notwithstanding any other provision in this Agreement, the District retains an ownership interest in all assets acquired or leased using District funds, whether funded by the District in whole or in part, in proportion to the amount of the acquisition price or lease expense paid by the District. The District agrees to make such assets fully available to, and to place such assets in the possession of, the City, to be used by the City in accordance with this Agreement and the protocols adopted by the City from time to time.

C. The City may not sell, trade, assign or convey to another person or entity any asset provided to the City by the District or acquired or leased in whole or in part using District funds without prior written approval of the District.

D. Section 6.01 survives the term of the Agreement, in accordance with State law.

Section 6.02 Independent Contractor.

Nothing in this Agreement may be construed to make either Party the partner or joint venturer of or with the other Party. It is further agreed that in the performance of all obligations of City under this Agreement, City is an independent contractor with the right to supervise, manage, control, and direct the performance of the Emergency Services required under this Agreement. The District will look to City for results only and the District will not direct or oversee City or its agents, members, employees or volunteers in the delivery of such Emergency Services, or the manner, means, or methods by which the Emergency Services are performed or the manner in which City conducts its internal operations, except with regard to financial and fiscal matters.

Section 6.03 Governmental Immunity

The fact that District and City accept certain responsibilities relating to the rendition of Emergency Services under this Agreement as a part of their responsibility for providing protection for the public health, makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and it is hereby invoked to the extent possible under the law. Neither District nor City waives nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

Section 6.04 Term of Agreement.

This Agreement is for the period of October 1, 2023, to September 30, 2024, after which time this Agreement shall terminate unless otherwise agreed to in writing by the Parties. The Parties may, upon mutual agreement and consideration, renew the Agreement for successive one-year terms. Under no circumstances has the District agreed to pay funds to City or adopt a budget for certain levels of expenditures except upon the adoption, from time to time, of the referenced annual budgets, nor beyond any one year at a time under the term of this Agreement.

Section 6.05 Termination of Agreement.

If either Party desires to terminate this Agreement without cause prior to the expiration of the term, such Party must provide at least 60 days' written notice to the other Party. In addition, a Party may terminate this Agreement for cause as a result of a material breach of this Agreement. If the termination of this Agreement is for cause, the non-breaching Party must provide the breaching Party written notice clearly identifying the specific breach and providing a minimum 30-day cure period prior to terminating this Agreement under this provision. This Agreement may only be terminated for a material breach after a right to cure period has been exhausted. In the event of termination by either Party, the District shall compensate the City pro-rata for all Emergency Services performed through the termination date, together with any reimbursable expenses then due pursuant to this Agreement.

Section 6.06 Notices.

All notices, certificates or other communications hereunder shall be deemed given when delivered by regular mail, hand delivery, or facsimile addressed as follows:

If to District, at: President
Ellis County Emergency Services District No. 2
105 S. Cockrell Hill Road
Ovilla, Texas 75154
Facsimile: 888-603-8357

With a copy to: Kelli A. N. Carlton
The Carlton Law Firm, P.L.L.C.
4301 Westbank Drive, Suite B-130
Austin, Texas 78746
Facsimile: (512) 900-2855

If to City, at: City Manager
City of Venus
700 W. US Highway 67
Venus, Texas 76084
Facsimile: _____

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

Section 6.07 Binding Effect.

This Agreement inures to the benefit of and is binding upon the District and City.

Section 6.08 Severability.

In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof. Such invalid or unenforceable provision shall be severed from all other provisions while all other provisions remain in full force and effect.

Section 6.09 Execution and Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument.

Section 6.10 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement.

Section 6.11 Governing Law.

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

Section 6.12 Venue.

This Agreement is fully performable and enforceable in Ellis County, Texas, wherein venue hereunder shall lie.

Section 6.13 Entirety of the Agreement.

This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter.

Section 6.14 Assignment and Modification

City may not assign this Agreement, in whole or in part, without obtaining the prior written

consent of the District. Further, this Agreement may be modified only by written mutual agreement and signed by both Parties.

IN WITNESS WHEREOF, the District and City have executed this Agreement in their respective names, have affixed their respective seals, and the duly authorized officers have attested to the signatures.

Signed this _____ day of _____, 2023.

ATTEST: By: _____ Ronnie Russell Secretary, Board of Commissioners	ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2 By: _____ Danny Long President, Board of Commissioners
ATTEST: By: _____ Callie Green City Secretary	CITY OF VENUS By: _____ Alejandro Galaviz Mayor