

JAMES BURGESS

Mayor

RITA BISHOP

Councilmember Place 1

KAYLA SANGUINETTI

Councilmember Place 2



JEANIE SCOTT

Mayor Pro Tem/

Councilmember Place 3

GERONIMO HERNANDEZ

Councilmember Place 4

PHYLLIS LEWIS

Councilmember Place 5

VENUS REGULAR COUNCIL MEETING

Venus Civic Center

210 S. Walnut St.

Venus, Texas 76084

Monday, September 13, 2021 7:00 PM

Page

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

2. Announcements from Mayor:

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

3. Citizen Public Comment Period:

Citizens may sign up before the meeting begins and will be allowed up to 5 minutes to address the Mayor and Council. The Mayor, Council members and staff members may not respond or converse with speakers during this time. The comments from the speaker must be in the form of a statement. By State law, no questions may be asked or answered for items not appearing on the agenda.

4. Consent Agenda:

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

- 4.1. Approval of meeting minutes for City Council special called meeting on August 30, 2021.

- 4.2. Ratifying the payment of bills for the month of August 2021 8 - 23

[#August 2021 Council Report.pdf](#) 

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

5. Staff Reports, Presentations and Proclamations:

- 5.1. Fire Department - Jayson DeLeon:

- 5.2. Public Works - Chip Hopkins: 24 - 27

[Public Works – 9.13.21.pdf](#) 

- 5.3. Police Department -James Groom: 28

[VPD August 2021 Monthly Report .pdf](#) 

- 5.4. City Administration- Tonya Roberts: No report.

- 5.5. Finances - Cheryl Estes: No report.

- 5.6. Planning & Development - Interim Dave Gattis:

6. Discussion & Consideration Items:

- 6.1. Discuss and consider a Final Plat LOT 1, Block A, Palladium Venus Addition, a one-lot multifamily residential subdivision, being 8.0 acres out of the Radford Berry Survey, Abstract 26, generally located west of FM 157 and north of U.S. 67, in the City of Venus. 29 - 33

[01 - 1A-Palladium Venus Final Plat.pdf](#)  [1B-18088-FP-Page 1.pdf](#)  [1C-18088-FP-Page 2.pdf](#)  [1D-Palladium Aerial.pdf](#) 

I make a motion to approve/deny the Final Plat for Lot 1, Block A, Palladium Addition, as presented.

- 6.2. Discuss and consider Resolution No. 09-2021-08 regarding an Agenda Policy for the City of Venus. 34 - 50

[Agenda Policy 1.pdf](#) 

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

- 6.3. Discuss and consider terminating compensation for Mayors travel allowance, car allowance and communication

allowance.

I make a motion to terminate compensation for mayors travel allowance, car allowance, and communication allowance.

- 6.4. Discuss and consider approval or denial of Ordinance No. 735-2021-09 amending the City of Venus Code of Ordinances by amending Chapter 32, "Utilities, Article IV. "Rates and Charges". 51 - 55

[735-2021-09-VENUS Ordinance amending water rates 32-418.pdf](#) 

I make a motion to approve or deny Ordinance No. 735-2021-09.

- 6.5. Discuss and consider a Preliminary Plat for Horizons at Bankston Estates, a 106-lot residential subdivision, being 24.395 acres out of Moses Lapham Survey, Abstract 499, generally located south of FM 1807 and west of County Road 213, in the City of Venus. 56 - 60

[1A-Horizons at Bankston Estates Preliminary Plat.pdf](#)  [1B-Preliminary PLAT-.pdf](#)  [1C-Horizons Vicinity Map.pdf](#)  [1D-Horizons Aerial.pdf](#) 

I make a motion to approve/deny Preliminary Plat for Horizons, as presented.

- 6.6. Discuss and consider an Interlocal Cooperation Contract Failure to Appear (FTA) program with Department of Public Safety (DPS). 61 - 65

[FINAL FTA Interlocal \(Rev 3-2020\).pdf](#) 

I make a motion to authorize the Mayor to execute the Interlocal Cooperation contract with Department of Public Safety for Failure to Appear program.

- 6.7. Discuss and consider approval or denial of Resolution No. 07-2021-09 approving a negotiated settlement between the ATMOS Cities Steering committee and ATMOS Energy Corp., MID-TEX Division regarding the company's 2021 rate review mechanism filing. 66 - 94

[2021 Atmos Mid-Tex RRM Model Staff Report Attachments.pdf](#) 
[2021 Atmos Mid-Tex RRM Settlement Resolution Attachments.pdf](#) 

[2021 Atmos Mid-Tex RRM Settlement Resolution.pdf](#)  [2021 Atmos Mid-Tex RRM Staff Report.pdf](#) 

I make a motion to approve or deny Resolution No. 07-2021-09.

- 6.8. Discuss and consider an Interlocal Cooperation Agreement for Dispatching Services with Johnson County. 95 - 104

[memo- dispatching services.pdf](#)  [interlocal agreement- dispatch services.pdf](#) 

I make a motion to approve/deny authorizing the Mayor to execute an Interlocal Cooperation Agreement for Dispatching Services with Johnson County.

- 6.9. Discuss and consider an Interlocal Cooperation Agreement for housing of City of Venus's Class C Misdemeanor Offenses in the Johnson County Jail. 105 - 117

[memo- housing prisoners.pdf](#)  [interlocal agreement- prisoners.pdf](#) 

I make a motion to approve/deny authorizing the Mayor to execute an Interlocal Cooperation Agreement for housing the city's Class C Misdemeanor Offenses in the Johnson County Jail.

- 6.10. Discuss and consider adoption of Resolution No. 08-2021-09 of the City of Venus, Texas determining the costs of certain authorized improvements to be financed by the Patriot Estates Public Improvement District; approving a Preliminary Service and Assessment Plan, including proposed Assessment Rolls; noticing a public hearing for November 8, 2021 to consider an ordinance levying assessments on property located within the Patriot Estates Public Improvement District; directing the filing of the proposed assessment rolls with the City Secretary to make available for public inspection; directing city staff to publish and mail notice of said public hearing; and resolving matters incident and related thereto. 118 - 125

[08-2021-09 - Resolution Determining Costs v2.pdf](#) 

I make a motion to approve/deny Resolution No. 08-2021-09.

- 6.11. Discuss and consider approval or denial of Venus Community Service Development Corporation to spend funds for the purchase and installation of shade sail/canopy for Shanna Park and or Fielder Park. 126 - 130

[Sun shades.pdf](#) 

I make a motion to approve/deny the Venus Community Service Development Corporation to spend Funds for the purchase and installation of shade sail/canopy for Shanna Park and or Fielder Park.

- 6.12. Discuss and consider Resolution No. 10-2021-09 authorizing the Mayor to execute a Pre-Annexation Development Agreement by and between the City of Venus and LGI Homes-Texas, LLC, pertaining to approximately 73.524 acres of land located wholly within the Extraterritorial Jurisdiction of the City.

I make a motion to approve/deny Resolution No. 10-2021-09.

- 6.13. Discuss and consider Resolution No. 11-2021-09 declaring the necessity to acquire a 25-Foot wide permanent water and sanitary sewer easement consisting of approximately 54.82 acres (2387959.2 square feet) of land out of the B.B.B. & C Railroad Company survey, Abstract Number 93, Johnson County, Texas, Recorded in the map records of Johnson County, Texas and II. A temporary construction easement consisting of approximately 0.764 acres (33,295 Square Feet). 131 - 133

[11-2021-09 VENUS resolution condeman Saldena 54.82](#)

[acres.pdf](#) 

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

- 6.14. Discuss and consider Resolution No. 12-2021-09 declaring the necessity to acquire a 25-Foot wide permanent water and sanitary sewer easement consisting of approximately 8.65 acres (376794 square feet) of land out of the B.B.B. & C Railroad Company survey, Abstract Number 93, Johnson County, Texas, Recorded in the map records of Johnson County, Texas and II. A temporary construction easement consisting of approximately 0.082 acres (3,585 Square Feet). 134 - 136

[12-2021-09VENUS resolution eminent domain 8.65 ACRES.pdf](#)



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

- 6.15. Discuss and consider Resolution No. 13-2021-09 declaring the necessity to acquire a 25-Foot wide permanent water and sanitary sewer easement consisting of approximately 71.80 acres (3127608 square feet) of land out of the B.B.B. & C Railroad Company survey, Abstract Number 93, Johnson County, Texas, Recorded in the map records of Johnson County, Texas and II. A temporary construction easement consisting of approximately 0.575 acres (25,054 Square Feet). 137 - 139
[13-2021-09VENUS resolution condeman Saldena 71.80 acres.pdf](#) 

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

- 6.16. Discuss and consider Resolution No. 14-2021-09 declaring the necessity to acquire a 25-Foot wide permanent water and sanitary sewer easement consisting of approximately .5 acres (21780 square feet) of land out of the B.B.B. & C Railroad Company survey, Abstract Number 93, Johnson County, Texas, Recorded in the map records of Johnson County, Texas and II. A temporary construction easement consisting of approximately 0.072 acres (3,131 Square Feet). 140 - 142
[14-2021-09VENUS Longhorn Locker Resolution .5 acres.pdf](#) 

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

7. Executive Session:

The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, pursuant to authorization by the Texas Open Meetings Act TEXAS GOVERNMENT CODE, Chapter 551.071 (2) (Private consultation with attorney for the city) on matter which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

Section: 551.071 (2)- (Private consultation with attorney for the City)- Discuss JMJ Development.

Section: 551.071 (2)- (Private consultation with attorney for the City) - Discuss Stallion Ranch Development.

7.1. Recess into Executive Session:

7.2. Reconvene into Open Session:

8. Adjournment

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

This is to certify that a copy of this Notice of Meeting was posted on the bulletin of City Hall, 700 W. Hwy 67 Venus, Texas and at a place readily accessible to the general public at all times and to the City's website www.cityofvenus.org, Thursday, September 9, 2021 by 5:00 P.M..

Callie Green,
City Secretary

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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	3,459.17
			TMRS RETIREMENT	3,441.61
		U. S. TREASURY	FEDERAL WITHHOLDING	4,434.61
			FEDERAL WITHHOLDING	4,264.53
			FICA WITHHOLDING	3,250.77
			FICA WITHHOLDING	2,915.58
			MEDICARE WITHHOLDING	760.26
			MEDICARE WITHHOLDING	681.86
		CHILD SUPPORT DISTRIBUTION FUND	CASE #0011334214-11305	136.15
			CASE #0011334214-11305	136.15
			CASE ID 0010216557	207.69
			CASE ID 0010216557	207.69
			CASE ID 0012061075	192.00
			CASE ID 0012061075	192.00
			CASE ID 0010420256	200.77
			CASE ID 0010420256	200.77
		MISC VENDOR MONICA MORENO	MONICA MORENO:COMM REFUND	300.00
			AMBER DADY:COMM ROOM REFUN	140.00
		CITIBANK	GROOM JULY CC CHARGES	363.10
			ESTES JULY CC CHARGES	1,971.14
			GREEN JULY CC CHARGES	7,983.14
			FLAGG JULY CC CHARGES	37.99
			HOPKINS JULY CC CHARGES	1,651.01
			GORDON JULY CC CHARGES	115.79
			CITIBANK AUG 21 CREDIT CAR	12,122.17-
			MONTHLY SERVICE FEE	4.99
			REBATE	84.39-
		MCCREARY, VESELKA, BRAGG AND ALLEN P.C	COURT COLLECTION FEES	227.40
			COURT COLLECTION FEES	738.87
		CIGNA HEATHCARE	CIGNA HEALTHCARE 2021-08	3,713.45
			CIGNA HEALTHCARE 2021-08	<u>708.91</u>
			TOTAL:	30,430.84
NON-DEPARTMENTAL	GENERAL FUND	FUEL LOGIC, LLC	1000 GALLON FUEL STORAGE T	3,575.00
			300 GALLON FUEL STORAGE TA	1,267.50
			PLUMBING INSTALLTION FOR T	<u>1,936.00</u>
			TOTAL:	6,778.50
PLANNING & DEVELOPMENT GENERAL FUND	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	423.34
			TMRS RETIREMENT	423.34
		U. S. TREASURY	FICA WITHHOLDING	209.36
			FICA WITHHOLDING	90.07
			MEDICARE WITHHOLDING	48.97
			MEDICARE WITHHOLDING	21.07
			MEDICARE WITHHOLDING	21.07
		AT&T MOBILITY	JUNE 30 - JULY 19 2021	42.22
			MAY 20 - JUN 19	42.24
			APRIL 19 - MAY 20	5.62-
			JULY 20- AUG 19	42.22
			JULY 20- AUG 19	42.22
		MICHAEL B. HALLA	LEGAL SERVICES	2,500.00
			CITY PLANNER	4,297.21
			CITY HALL ESSENTIALS	5,660.04
		PAPE-DAWSON CONSULTING ENGINEERS INC	RIDGEVIEW ADDITION INSPECT	1,598.60
			PUB HEARING-MIN SQ FT ZONI	131.88
		MIDLOTHIAN MIRROR	JOHNSON CO. RECORDED ORDIN	2,753.10
			ELLIS CO. RECORDED ORDINAN	3,040.00
			ELLIS CO. C/C FEE RECORD O	71.44
		CITIBANK	JOHNSON CO. RECORDED ORDIN	2,753.10
			ELLIS CO. C/C FEE RECORD O	71.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ELLIS CO RECOREDE ORDINANC	116.00
			ELLIS CO C/C FEE RECORD OR	2.73
			KOFILE-CERTIFIED ORDINANCE	9.00
			ELLIS CO C/C FEE RECORD OR	1.00
			ELLIS CO RECORD ORDINANCES	38.00
			AMAZON PLOTTER INK CARTRID	37.99
		CIGNA HEATHCARE	CIGNA HEALTHCARE 2021-08	1,804.15
		**PAYROLL EXPENSES	8/01/2021 - 8/31/2021	<u>3,619.77</u>
			TOTAL:	27,018.12
ADMINISTRATION	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	629.21
			TMRS RETIREMENT	618.61
		U. S. TREASURY	FICA WITHHOLDING	653.96
			FICA WITHHOLDING	473.62
			MEDICARE WITHHOLDING	152.96
			MEDICARE WITHHOLDING	110.78
		AT&T MOBILITY	JUNE 30 - JULY 19 2021	286.76
			MAY 20 - JUN 19	286.87
			APRIL 19 - MAY 20	5.62-
			JULY 20- AUG 19	511.26
		FRONTIER ACCESS LLC	CITY HALL	92.40
		CINTAS	MATS FOR CITY HALL	31.39
			MATS FOR CITY HALL	31.39
			MATS AT CITY HALL	31.39
			MATS FOR CITY HALL	31.39
			MATS FOR CITY HALL	31.39
		BROADVOICE	PHONE SERVICE	155.74
			EFAX	25.00
			PHONE SERVICES	155.74
			EFAX	25.00
			BROADVOICE PH SERVICES	156.84
			EFAX	25.00
		CHERYL ESTES	DEPRECIATION SOFTWARE	207.03
		LORETTA S. MILLER	CLEAING SERVICES CITY HALL	125.00
			CLEANING SERVICES CITY HAL	125.00
			CLEANING SERVICES CITY HAL	125.00
		AMERIFLEX	28 EMPLOYEES @ \$5.00 EACH	140.00
		MIDLO H2O	#5 GAL RO H2O	60.00
		XEROX FINANCIAL SERVICES	XEROX FINANCIAL SERVICES	129.00
		XEROX USAGE	306639 -873 @ \$0.047 COLOR	41.03
			306639- 654 @ \$.006 B/W	3.92
		FTDJ, LLC	MONTHLY IT & MICROSOFT	937.00
		KAY HARRINGTON	CLEAN SEPTIC AT CITY HALL	399.00
		CALLIE GREEN	MILEAGE TO SEMINAR SAN MAR	234.08
		MICHAEL B. HALLA	LEGAL SERVICES	2,500.00
		JORDAN KUHN	GYM ROOF REPAIRS	7,238.00
		SHREDAMERICAN LLC	EMPTY CITY HALL BIN	88.40
		PITNEY BOWES PURCHASE POWER	POSTAGE REFILL	499.00
		VENUS AUTO PARTS LLC	LAG SCREWS FOR CITY HALL	16.66
		CITIBANK	AMAZON PRIME ANNUAL DUES	166.34
			AMAZON PAPER TOWELS & CREA	62.39
			AMAZON AIR FILTERS FOR CH	31.61
			GODADDY- 2YR DOMAIN RENEWA	42.34
			ADOBE CITY LICENSES	215.91
			AMAZON LABELS	25.99
			UATTEND EMPLOYEE TIME CLOC	100.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			AMAZON INK CARTRIDGES CALL	26.59
			AMAZON KLEENEX	10.80
			AMAZON COFFEE FOR CH	53.69
			AMAZON OFFICE SUPPLIES FOR	25.95
			AMAZON TRASH BAGS	23.22
			AMAZON COFFEE CREAMER	31.85
			SURGENT MCCOY- SELF STUDY	499.00
			AMAZON DESKTOP ORG/CLIPS	47.75
			VISTA PRINT BUS CARD TROBE	26.99
			AMAZON TALL KITCHEN TRASH	17.39
			TML CITY COUNCIL SEMINAR	585.00
			BRITE VISUAL- OUTSIDE BOAR	1,326.99
			DONUT TIME-ROBYN GOING AWA	39.88
			WHATABURGER- MEAL FOR PW	11.45
			700 W HWY 67 6/5 - 7/5/21	25.97
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	NTTA	4.33
		CAREFLITE	D.DIAZ & T.HOPKINS	24.00
		WEX BANK	ADMIN FUEL	25.04
		GEXA ENERGY	50% CH/AUXILARY	446.47
			ICE STORM RECOVERY	228.07
		GERONIMO HERNANDEZ	DINNER FOR TML CONF TRIP	100.94
		CIGNA HEATHCARE	CIGNA HEALTHCARE 2021-08	1,309.68
		**PAYROLL EXPENSES	8/01/2021 - 8/31/2021	14,247.02
			TOTAL:	37,162.52
POLICE DEPARTMENT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	3,183.34
			TMRS RETIREMENT	3,199.44
		U. S. TREASURY	FICA WITHHOLDING	1,752.37
			FICA WITHHOLDING	1,774.11
			MEDICARE WITHHOLDING	409.82
			MEDICARE WITHHOLDING	414.91
		MISC VENDOR MICHAEL MAY	MEALS & MILEAGE IN TRAININ	178.33
		AT&T MOBILITY	JUNE 20 - JULY 19 2021	657.54
			JULY 20-AUG 19	657.54
		BROADVOICE	PD PHONE SERVICE	155.74
			PD PHONE SERVICES	155.74
			BROADVOICE PH SERVICES	156.83
		LORETTA S. MILLER	CLEANING SERVICES PD	125.00
			CLEANING SERVICES PD	125.00
			CLEANING SERVICES PD	125.00
		XEROX FINANCIAL SERVICES	XEROX FINANCIAL SERVICES	99.00
		XEROX USAGE	306512- 773 @ \$.006 B/W	4.64
		FTDJ, LLC	MONTHLY IT & MICROSOFT	937.00
		SHREDAMERICAN LLC	EMPTY PD SHRED BIN	67.60
		PETE'S TIRE SHOP	TIRE REPAIRS	15.00
			PATCH	12.00
			MOUNTING/SENSOR	72.00
		VENUS AUTO PARTS LLC	ADHESIVE FOR MIRRO	9.98
		IMPACT PROMOTIONAL SERVICES	YATES UNIFORMS	224.93
		JOHNSON COUNTY TREASURER	CASTLEBERRY #202100875	50.71
			MARES #202100857	50.71
			ALSOUND #202101006	152.13
			CASTANDEA #202101205	50.71
			JIMENEZ #202101007	405.68
			SANDOVAL #202101026	50.71
		VENUS MOBILE 1	6795 ALIGNMENT	120.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			OIL CHANGE	59.95
			OIL CHANGE 7106	68.94
			BLOWER MOTOR 8746	288.99
		CITIBANK	AMAZON PRIME ANNUAL DUES	166.33
			AMAZON CLEANER AND BATTERI	35.91
			AMAZON COMPRESSED AIR	25.88
			KUSTOM SIGNALS- RADAR CORD	54.00
			MARRIOTT- ROOM FOR TRAININ	163.50
			AMAZON BATHROOM SUPPLIES	61.48
			AMAZON TRASH BAGS AND CAN	47.16
			AMAZON TRASH LIDS	56.62
			MARRIOTT DINNER TRAINING	20.10
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	PD/WATER 6/5/ - 7/5/21	25.96
		WEX BANK	POLICE FUEL	3,572.04
			CARWASHES	14.00
		GEXA ENERGY	OLD PD/50% CH	527.27
			ICE STORM RECOVERY	269.35
		FRONTIER COMMUNICATIONS	PD FAX LINE	70.03
		CITY OF BURLESON	NETMOTION COSTS	261.70
		CIGNA HEATHCARE	CIGNA HEALTHCARE 2021-08	10,998.47
		**PAYROLL EXPENSES	8/01/2021 - 8/31/2021	40,678.52
			TOTAL:	72,859.71
CODE ENFORCE/ANIMAL CO GENERAL FUND		TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	180.70
			TMRS RETIREMENT	182.37
		U. S. TREASURY	FICA WITHHOLDING	90.25
			FICA WITHHOLDING	89.76
			MEDICARE WITHHOLDING	21.11
			MEDICARE WITHHOLDING	20.99
		AT&T MOBILITY	JUNE 20 - JULY 19 2021	56.08
			JULY 20-AUG 19	56.08
			MAY 20 - JUN 19	713.72-
		SPCA OF TEXAS	ANIMAL DROP OFF FEE	280.00
		VENUS MOBILE 1	OIL CHANGE AND TIRE ROTATI	99.87
		CITIBANK	AMAZON DOG BOWLS	12.99
		WEX BANK	CODE ENFORCEMENT FUEL	127.74
		CIGNA HEATHCARE	CIGNA HEALTHCARE 2021-08	1,201.55
		**PAYROLL EXPENSES	8/01/2021 - 8/31/2021	1,970.56
			TOTAL:	3,676.33
COURT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	199.44
			TMRS RETIREMENT	199.44
		U. S. TREASURY	FICA WITHHOLDING	115.75
			FICA WITHHOLDING	136.25
			MEDICARE WITHHOLDING	27.07
			MEDICARE WITHHOLDING	31.86
		BILL J. SCOTT	MUNICIPAL JUDGE	800.00
			MUNICIPAL JUDGE	800.00
		AT&T MOBILITY	JUNE 30 - JULY 19 2021	38.25
			MAY 20 - JUN 19	38.25
			APRIL 19 - MAY 20	5.63-
			JULY 20- AUG 19	38.25
		RODNEY RAMSEY	COURT PROSECUTOR	300.00
		FTDJ, LLC	MONTHLY IT & MICROSOFT	937.00
		TYLER TECHNOLOGIES	COURT ONLINE COMP ANNUAL F	900.00
		CITIBANK	TX MUN COURT LEGISLATIVE U	50.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CIGNA HEATHCARE	CIGNA HEALTHCARE 2021-08	708.91
		**PAYROLL EXPENSES	8/01/2021 - 8/31/2021	<u>3,076.20</u>
			TOTAL:	8,391.04
FIRE DEPARTMENT	GENERAL FUND	GEXA ENERGY	FIRE DEPARTMENT	267.41
			ICE STORM RECOVERY	<u>76.82</u>
			TOTAL:	344.23
PUBLIC WORKS	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	632.03
			TMRS RETIREMENT	598.23
		U. S. TREASURY	FICA WITHHOLDING	429.10
			FICA WITHHOLDING	351.79
			MEDICARE WITHHOLDING	100.36
			MEDICARE WITHHOLDING	82.28
		INTERFACE SECURITY SYSTEMS LLC	PW ALARM	19.99
			PW ALARM	34.99
		AT&T MOBILITY	JUNE 30 - JULY 19 2021	175.00
			MAY 20 - JUN 19	175.63
			APRIL 19 - MAY 20	5.62-
			JULY 20- AUG 19	175.08
		FRONTIER ACCESS LLC	PUBLIC WORKS	153.62
		CINTAS	WEEKLY SERVICES	18.48
			WEEKLY SERVICES	18.48
			WEEKLY SERVICES	18.48
			WEEKLY SERVICES	18.48
			WEEKLY SERVICES	18.48
			WEEKLY SERVICES	18.48
		LOWES BUSINESS ACCT/SYNCE	LIGHTS FOR VENUS SIGNS	82.08
			SOIL, MIRICALE GROW, SPRAY	269.94
			TOP SOIL	40.60
		TXU ENERGY	ST;G 1 78924SD	1,625.15
			STLG 2 61834SD	75.18
			STLG A 962586LE	51.33
			STLG C LE 22287LE	1,029.36
			STLF C LE 141-180	145.03
		COSPER TRACTOR	SHIEDL FLEX DISCHARGE	38.40
			KEYS	10.83
		CITIBANK	SP SA CO- HATS FOR PW	127.50
			SP SA CO REFUND ON TAXES	7.50-
			AMAZON INK CRT AND PAPER	52.78
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	1090 N FM 157 6/5 - 7/5/21	28.33
		WEX BANK	PW-STREETS FUEL	783.89
		GEXA ENERGY	PUBLIC WORKS	537.09
			ICE STORM RECOVERY	241.61
		FRONTIER COMMUNICATIONS	PW LANDLINE 8/13 - 9/12	97.71
		CIGNA HEATHCARE	CIGNA HEALTHCARE 2021-08	2,400.54
		**PAYROLL EXPENSES	8/01/2021 - 8/31/2021	<u>9,465.32</u>
			TOTAL:	20,110.05
DEBT SERVICE	DEBT SERVICE FUND	AMEGY BANK	2018 CO BOND PAYMENT	42,800.00
			2020 CO BOND PAYMENT	<u>38,810.00</u>
			TOTAL:	81,610.00
NON-DEPARTMENTAL	VENUS COMM DEVELOP	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	87.66
			TMRS RETIREMENT	87.67
		U. S. TREASURY	FEDERAL WITHHOLDING	85.18
			FEDERAL WITHHOLDING	69.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA WITHHOLDING	92.00
			FICA WITHHOLDING	77.65
			MEDICARE WITHHOLDING	21.51
			MEDICARE WITHHOLDING	<u>18.16</u>
			TOTAL:	539.39
SPECIAL REV DEPT/VCSDC VENUS COMM DEVELOP		TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	132.99
			TMRS RETIREMENT	133.01
		U. S. TREASURY	FICA WITHHOLDING	92.00
			FICA WITHHOLDING	77.65
			MEDICARE WITHHOLDING	21.51
			MEDICARE WITHHOLDING	18.16
		AT&T MOBILITY	JUNE 30 - JULY 19 2021	34.43
			MAY 20 - JUN 19	34.58
			APRIL 19 - MAY 20	5.62-
			JULY 20- AUG 19	34.49
		FRONTIER ACCESS LLC	CIVIC CENTER	91.65
		CINTAS	WEEKLY SERVICES	4.15
			WEEKLY SERVICES	4.15
			WEEKLY SERVICES	4.15
			WEEKLY SERVICES	4.15
			WEEKLY SERVICES	4.15
		AKINS ENVIRONMENTAL CLEANING	EVENT CLEANING 7/12/21	125.00
			CIVIC CENTER CONF ROOM	15.00
			EVENT CLEANING 7/31/2021	175.00
		VENUS AUTO PARTS LLC	PVC BUSHINGS	5.56
			BLADES FOR LAWN MOWERS	65.97
			HORNET KILLER	19.96
			HORNET KILLER	4.59
		TRACTOR SUPPLY CO.	BOOTS FOR D.PERRY	159.99
		CITIBANK	SP SA CO- HATS FOR PW	63.76
			SP SA CO REFUND ON TAXES	3.76-
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	502 E HWY 67 6/5 - 7/5/21	34.73
			CR 213 IRRIGATION 6/5/ -7/	46.41
		WEX BANK	TYPE B FUEL	318.12
		GEXA ENERGY	PARKS/CIVIC CENTER	660.86
			ICE STORM RECOVERY	380.29
		CIGNA HEATHCARE	CIGNA HEALTHCARE 2021-08	708.91
		**PAYROLL EXPENSES	8/01/2021 - 8/31/2021	<u>2,017.99</u>
			TOTAL:	5,483.98
ADMINISTRATION	BLUE STEM PID	P3WORKS LLC	PID ADMINISTRATOR	<u>1,780.10</u>
			TOTAL:	1,780.10
NON-DEPARTMENTAL	BRAHMAN RANCH PID	JACOB MARTIN, LLC	RECLASS SPENT DEPOSIT	8,342.20
			RECLASS SPENT DEPOSIT	8,342.20-
		P3WORKS LLC	PID ADMINISTRATOR	1,323.55
			PID ADMINISTRATOR	1,323.55-
		MIDLOTHIAN MIRROR	RECLASSIFY SPENT PSA DEPOS	3,434.92
			RECLASSIFY SPENT PSA DEPOS	<u>3,434.92-</u>
			TOTAL:	0.00
NON-DEPARTMENTAL	BRAHMAN RANCH PID	JACOB MARTIN, LLC	WTPP	8,342.20
		P3WORKS LLC	PID ADMINISTRATOR	1,323.55
		MIDLOTHIAN MIRROR	BRAHMAN I PID RESOLUTION	<u>3,434.92</u>
			TOTAL:	13,100.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	PATRIOT ESTATES (L	P3WORKS LLC	PID ADMINISTRATOR	1,538.25
			PID ADMINISTRATOR	<u>1,538.25-</u>
			TOTAL:	0.00
NON-DEPARTMENTAL	PATRIOT ESTATES (L	P3WORKS LLC	PID ADMINISTRATOR	<u>1,538.25</u>
			TOTAL:	1,538.25
NON-DEPARTMENTAL	JMJ DEVELOPMENTS	P3WORKS LLC	RECLASS SPENT PSA DEPOSIT	1,545.30
			RECLASS SPENT PSA DEPOSIT	<u>1,545.30-</u>
			TOTAL:	0.00
NORTHSTAR DEVELOPMENT	JMJ DEVELOPMENTS	P3WORKS LLC	JMJ DEVELOPMENT - NORTHSTA	<u>1,545.30</u>
			TOTAL:	1,545.30
NON-DEPARTMENTAL	BRAHMAN RANCH II P	P3WORKS LLC	PID ADMINISTRATOR	1,615.90
			PID ADMINISTRATOR	<u>1,615.90-</u>
			TOTAL:	0.00
NON-DEPARTMENTAL	BRAHMAN RANCH II P	P3WORKS LLC	PID ADMINISTRATOR	<u>1,615.90</u>
			TOTAL:	1,615.90
NON-DEPARTMENTAL	WATER & SEWER FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	753.89
			TMRS RETIREMENT	775.41
		U. S. TREASURY	FEDERAL WITHHOLDING	675.60
			FEDERAL WITHHOLDING	640.01
			FICA WITHHOLDING	763.87
			FICA WITHHOLDING	740.15
			MEDICARE WITHHOLDING	178.65
			MEDICARE WITHHOLDING	173.11
		CHILD SUPPORT DISTRIBUTION FUND	CASE ID 0014129442	436.46
			CASE ID 0014129442	436.46
		MISC VENDOR SANTIAGO, JEFFREY	01-0615-03	71.84
		LOVE, TANYA	01-0651-03	36.22
		HENDRICKS, BRAD & JA	01-0672-06	397.34
		STATE COMPTROLLER	2021-07 SALES TAX COLLECTE	2,985.11
			2021-07 SALES TAX COLLECTE	14.94-
		CITIBANK	MARRIOTT DINNER TRAINING	1.25
		CAREFLITE	MAY CITIZENS BILLING	312.00
			JUNE CITIZENS BILLING	312.00
			JULY CITIZENS BILLING	310.00
		GERONIMO HERNANDEZ	SALES TAX ON G.HERNANDEZ M	7.50
		CIGNA HEALTHCARE	CIGNA HEALTHCARE 2021-08	<u>1,521.32</u>
			TOTAL:	11,513.25
NON-DEPARTMENTAL	WATER & SEWER FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	1,143.77
			TMRS RETIREMENT	1,176.43
		U. S. TREASURY	FICA WITHHOLDING	763.85
			FICA WITHHOLDING	740.13
			MEDICARE WITHHOLDING	178.62
			MEDICARE WITHHOLDING	173.08
		ATMOS ENERGY CORP.	7/2/21 - 8/2/21 301 S MAIN	57.46
		CITY OF MIDLOTHIAN	10,145,500 GALS	57,697.20
		AT&T MOBILITY	JUNE 30 - JULY 19 2021	169.42
			MAY 20 - JUN 19	169.84
			APRIL 19 - MAY 20	5.70-
			JULY 20- AUG 19	398.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		FRONTIER ACCESS LLC	RESIDENTIAL	21,493.58
			COMMERICAL	20,525.17
		CINTAS	WEEKLY SERVICES	21.10
			WEEKLY SERVICES	21.10
			WEEKLY SERVICES	21.10
			WEEKLY SERVICES	21.10
			WEEKLY SERVICES	21.10
		UNITED COOPERATIVE	FM 157/WASTEWATER TREAT	190.93
			CR 213	25.00
			PLAINVIEW ACRES	25.00
			CR 214/TS2/3PH/C11	604.76
			LIFTSTATION	25.00
			CR 214 LIFTSTATION	576.54
			CR 214/TS2/3PH/C11 LIFTSTA	6.46
			FM 157/WASTE WATER TREAT	155.92
			CR 213	25.00
			PLAINVIEW ACRES	39.18
			CR 214/TS2/3PH/C11	561.42
			CR 214/TS2/3PH/C11/LIFTSTA	69.90
			LIFTSTATION	25.00
			CR 214 LIFTSTATION	463.54
			FINAL BILL CR 214/LIFTSTAT	69.90
		CHERYL ESTES	DEPRECIATION SOFTWARE	207.03
		ABILENE PLUMBING SUPPLY CO., INC	2' MIP X CTS G NUT COUPLIN	372.64
			STAINLESS STIFFENER	38.12
			GASKETED TEE	89.28
			PVC COUPLING	76.96
			2' PVC DWV LONG SWEEP	69.44
			2' PVC PIPE	826.00
			MJ PLUG & RESTRAINT KIT	121.24
			8MJ CAP	57.60
			2X CLOSE BRASS NIPPLES	78.90
			2.3 BRASS NIPPLES	86.34
			2.4RN 2X4 BRASS NIPPLES	118.44
		JACOB MARTIN, LLC	WASTEWATER ENGINEERING	1,000.00
		FTDJ, LLC	MONTHLY IT & MICROSOFT	937.00
		LOWES BUSINESS ACCT/SYNCB	LOWES BUSINESS ACCT/SYNCB	52.59
		UNITED RENTALS	LIGHT TOWER USED AT PRISON	99.67
		THURMAN TRANSPORTATION	17.86 TONS	470.00
			17.8 TONS	470.00
			17.8 TONS	470.00
		VENUS AUTO PARTS LLC	WD40	29.97
			SPAYER & WEED KILLER	145.97
			CUTTING WHEELS & GSKT MATE	16.95
			POWER STEERING FLUID	5.99
			TIRE FOR MOWER	67.99
		TRINITY RIVER AUTHORITY	OPERATION & MAINT	21,956.00
			DEBT SERVICE	56,207.00
			BACTIRIAL TESTING	88.00
		HOLT CAT RENTAL	BACKHOE MAINT & REPAIRS	480.00
			REPLACE KEY SWITCH	528.76
		TYLER TECHNOLOGIES	MASS METER SWAP 113 @ \$2.0	226.00
			UB ONLINE COMPONENT ANNUAL	384.00
			UB CIS/CASH COLL ANNUAL FE	4,205.92
		PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL	62.44
		GUADALAJARA TIRES	TIRE MOUNTED AND VALVE	15.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		USA BLUEBOOK	DANGER SIGNS	121.92
			DURFLEX HARNESES	479.90
			WEB LANYARDS	531.90
			FREIGHT CHARGES	14.84
			MONOCHLORAMINE	202.00
			CHLORINE	217.00
			POWDER MONOCHLORINE	73.65
			FREIGHT	39.44
		VENUS MOBILE 1	BATTERY	207.98
			07 CHEVY BRAKES	681.95
		CITIBANK	AMAZON PRIME ANNUAL DUES	166.33
			USPS POSTAGE	6.45
			AM WATER COLLEGE C.HOMESLE	299.99
			AM WATER COLLEGE S.LUTRELL	299.99
			AMAZON INK CRT AND PAPER	52.78
			HIGGIN BOTHAM PARTS& SUPPL	91.58
			IN FUEL LOGIC -- OIL	722.24
			TCEQ WASTEWATER LIC M.OLDH	113.75
		WEX BANK	PW WATER/SEWER FUEL	783.89
		GEXA ENERGY	WATER SEWER	1,352.05
			ICE STORM RECOVERY	392.54
		FIRST NATIONAL BANK OF TEXAS	WIRE TX - 2018 GO BOND INT	3,496.00
		CIGNA HEATHCARE	CIGNA HEALTHCARE 2021-08	4,534.22
		AMEGY BANK	2018 CO BOND PAYMENT	37,000.00
		**PAYROLL EXPENSES	8/01/2021 - 8/31/2021	18,144.75
			TOTAL:	267,738.92
NON-DEPARTMENTAL	GF CPF - 2018 CO B	AXIS CONSTRUCTION, LP	SITE GRADING @ FIRE STATIO	2,970.00
		JORDAN KUHN	CITY HALL RENOVATIONS	3,245.00
			CITY HALL RENOVATIONS	4,279.00
			TOTAL:	10,494.00

===== FUND TOTALS =====		
10	GENERAL FUND	206,771.34
20	DEBT SERVICE FUND	81,610.00
30	VENUS COMM DEVELOP	6,023.37
55	BLUE STEM PID	1,780.10
56	BRAHMAN RANCH PID	13,100.67
57	PATRIOT ESTATES (LGI) PID	1,538.25
58	JMJ DEVELOPMENTS	1,545.30
59	BRAHMAN RANCH II PID	1,615.90
60	WATER & SEWER FUND	279,252.17
70	GF CPF - 2018 CO BONDS	10,494.00

	GRAND TOTAL:	603,731.10

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF VENUS
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: 99
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 8/01/2021 THRU 8/31/2021

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: NET
CHECK DATE: 8/01/2021 THRU 8/31/2021

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT - AUGUST 2021
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

City of Venus
Credit Card Charges -Pay Request

Cardholder Name: James Groom

Payee: Citi Bank Master Card

ORIGINAL RECEIPTS MUST BE ATTACHED TO THIS FORM. PLEASE TAPE RECEIPTS TO 8.5 X 11 SHEET OF PAPER.
MISSING RECEIPTS MUST BE REPLACED WITH A COMPLETED "LOST RECEIPT TEMPLATE" FORM SIGNED BY THE CITY ADMINISTRATOR.

[illegible]

agree with

Cardholder Signature

Date 07/30/2021

Supervisor's Signature

Date _____

City Administrator's Signature

Date 8/31/21

X ~~Theresa~~ Rob. # 81-2021

**City of Venus
Credit Card Charges -Pay Request**

Cardholder Name Cheryl Estes

Card Type: Citi Bank Master Card

ORIGINAL RECEIPTS MUST BE ATTACHED TO THIS FORM. PLEASE TAPE RECEIPTS TO 8.5 X 11 SHEET OF PAPER.

MISSING RECEIPTS MUST BE REPLACED WITH A COMPLETED "LOST RECEIPT TEMPLATE" FORM SIGNED BY THE CITY ADMINISTRATOR.

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge	
7/5/2021	Amazon	Amazon Prime Membership	CH	10-5-0040-0418	dues/mem	166.35		166.35	\$ 499.00
				10-5-0050-0418	dues/mem	166.33		166.33	
				60-0000-0418	dues/mem	166.33		166.33	
7/12/2021	Amazon	paper towels and creamer	SW	10-5-0040-0429	dept supplies	62.39		62.39	\$ 191.26
7/13/2021	SP SA Company	hat for pw & parks	SW	30-5-0000-0409	uniforms	63.76		63.76	
				10-5-0080-0420	uniforms	127.50		127.50	
7/15/2021	AMAZON	air filters	TS	10-5-0040-0442	building R&M	31.61		31.61	\$ (11.26)
7/16/2021	SP SA Company	refund on taxes	SW	30-5-0000-0420	uniforms	(3.76)		(3.76)	
			SW	10-5-0080-0420	uniforms	(7.50)		(7.50)	
7/19/2021	GoDaddy	2yr domain renewal	CH	10-5-0040-0435	IT Subsriptions	42.34		42.34	\$ 81.02
7/19/2021	Adobe	CITY LICENSES	CH	10-5-0040-0435	IT Subsriptions	215.91		215.91	
7/20/2021	AMAZON	labels	TR	10-5-0060-0421	office supplies	25.99		25.99	
7/20/2021	UATTEND	EMPLOYEE TIME CLOCK	CH	10-5-0040-0435	IT Subsriptions	100.67		100.67	
07/23/2021	Amazon	ink cartridges for Cgreem	SW	10-5-0040-0421	office supplies	26.59		26.59	
07/23/2021	Amazon	kleenex	SW	10-5-0040-0429	dept supplies	10.80		10.80	
07/29/2021	amazon	coffee for city hall	SW	10-5-0040-0429	dept supplies	53.69		53.69	
7/30/2021	AMAZON	sticky notes and pw journals	SW	10-5-0040-0421	office supplies	25.95		25.95	
		trash bags for breakroom	SW	10-5-0040-0429	dept supplies	23.22		23.22	
		coffee creamer city hall	SW	10-5-0040-0442	building R&M	31.85		31.85	
7/30/2021	Surgent McCoy Self Study	self study package	CE	10-5-0040-0418	dues/mem	499.00		499.00	
8/2/2021	TX Mun Courts	legislative update for Tara	TS	10-5-0060-0418	court dues/mem	50.00		50.00	
8/2/2021	Amazon	desktop orgainizer, clips	SW	10-5-0040-0421	office supplies	47.75		47.75	
8/3/2021	Vista print	business cards for Tonya Roberts	SW	10-5-0040-0429	dept supplies	26.99		26.99	
8/3/2021	Amazon	tall kitchen bags	TS	10-5-0040-0429	dept supplies	17.39		17.39	
Total Monthly Charges						1,971.15	-	1,971.15	

Total must agree with credit card statement

Cardholder Signature

Date

Cheryl Estes 8/31/21
Tonya Roberts 9/1/21

Cardholder Name: Callie Green

Payee: Citi Bank Master Card

MISSING RECEIPTS MUST BE REPLACED WITH A COMPLETED "LOST RECEIPT TEMPLATE" FORM SIGNED BY THE CITY ADMINISTRATOR.

[illegible]

Total must agree with credit card statement

Cardholder Signature Callie Grey Date 8/17/2021

Page 20 of 144

Finance

City Administrator's Signature Charles J. Roberts Date 8/31/21

Charles J. Roberts 9/1/21

1

Payee: Citi Bank Master Card

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
7/29/2021	Amazon.com	Ink for Plotter SC-T2170	RDF	10-5-0020-0421	Office Supplies	37.99		37.99
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
Total Monthly Charges						37.99		37.99

**Total must agree
with credit card
statement**

Cardholder Signature Rolyn Figg Date 7/29/21
Finance
 City Administrator's Signature Chris Smith Date 8/30/21
Greg Roberts 9/1/21

City of Venus Credit Card Charges -Pay Request

Cardholder Name: Chip Hopkins

Payee: Citi Bank Master Card

ORIGINAL RECEIPTS MUST BE ATTACHED TO THIS FORM. PLEASE TAPE RECEIPTS TO 8.5 X 11 SHEET OF PAPER.

MISSING RECEIPTS MUST BE REPLACED WITH A COMPLETED "LOST RECEIPT TEMPLATE" FORM SIGNED BY THE CITY ADMINISTRATOR.

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
7/7/2021	USPS	certified postage	CH	60-5-0000-0423	postage	6.45		6.45
7/21/2021	AM WATER COLLEGE	wastewater collection C.Homelsey	CH	60-5-0000-0416	training	299.99		299.99
7/21/2021	AM WATER COLLEGE	wastewater collection S.Lutrell	CH	60-5-0000-0416	training	299.99		299.99
7/22/2021	AMAZON	ink cartridges and printer paper	CH	60-5-0000-0421	office supplies	52.78		52.78
7/22/2021	AMAZON	ink cartridges and printer paper	CH	10-5-0080-0421	office supplies	52.78		52.78
07/26/2021	WHATABURGER	meal for Jeff & Casey prison leak	CH	60-5-0000-0429	dept supplies	11.45		11.45
7/28/2021	HIGGIN BOTHAM	parts & supplies for PW	CH	60-5-0000-0439	dept supplies	91.58		91.58
7/30/2021	IN FUEL LOGIC	<i>fuel</i>	CH	~~60-5-0000-0416~~	<i>GAS - OIL</i>	722.24		722.24
8/2/2021	TCEQ	wastewater op lic M.Oldham	CH	60-5-0000-0418	dues & subscriptions	113.75		113.75
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
Total Monthly Charges						1,651.01	-	1,651.01

105.6

Total must agree
with credit card
statement

Cardholder Signature _____ Date _____
 Finance Director's Signature *Chip Hopkins* Date 8/31/21
 City Administrator Signature *Joseph Roberts* Date 9/1/21

Jason Gordon

Citi Bank Master Card

MISSING RECEIPTS MUST BE REPLACED WITH A COMPLETED "LOST RECEIPT TEMPLATE" FORM SIGNED BY THE CITY ADMINISTRATOR.

**Total must agree
with credit card
statement**

Blank Monthly Credit Card Pay Form



Work Completed

- Mow and weed-eat city facilities and Right of Ways
- Completed inspection for Patriot Estates Ph. 8
- Street sign repair and replacement
- Trimmed trees for Cemetery Road
- Prepare and begin Lead and Copper Sampling
- Repair main line leak on Walnut
- Complete water and sewer tap for new residents
- Research Lift Station piping and capacity for development
- Road repair for potholes
- Prepare shop lot for gas tanks
- Daily duties to ensure compliance with TCEQ
- Utility Line Locates
- Work on drainage behind carwash

Public Works – Projects

- Patriot Estates Lift Station
 - Force main completed. Put in service July 30, 2021
 - Pumps installed on August 30th and September 8th.
- FM 157 Water Line Improvements
 - Atkins Brothers was awarded bid at last council meeting
 - Construction started on September 1, 2021
 - Road closure expected early November for CR 109
 - Facebook and City website posts for closure
- Venus Parkway
 - Birkhoff, Hendricks and Carter needs to survey the railroad portion of the project
 - BHC has completed safety training. Waiting on background checks for clearance
 - Specs for construction substantially complete minus RR Crossing.

Public Works – Projects

- Patriot Estates Traffic Signal
 - TXDOT is working on drawings and specs
 - Have communicated with City for locates and should have plans sent over in September
 - Anticipating completion by end of 2021
- Temporary Disinfection Changeover
 - October 1 – October 30 – City of Midlothian switching disinfectant for preventative maintenance for water lines
 - Facebook and City Website will have information posted in the next couple weeks.
- City Hall Septic Issues
 - We are having septic tank pumped weekly to ensure the facilities are available
 - Have sent out specs for new tank installation. Received one quote as of 9/9/2021

Public Works – Projects

- Fueling Station at PW Shop
 - Tank installation tentatively scheduled for 2nd week of October
 - Fuel management software ordered as well, will be installed a couple days after tanks
 - Will be looking at bulk delivery companies in the coming weeks
- Supervisory Control and Data Acquisition (SCADA) system installation
 - Bids scheduled to be opened 9/21/21
- Neptune Advanced Metering Infrastructure (AMI) System
 - Looking at funding from 2021/2022 FY budget



VENUS POLICE DEPARTMENT
MONTHLY REPORT
August 2021

Crime Stats

	08-2021	% + or -	07-2021	06-2021	3 MONTH AVERAGE
CAD EVENTS	2021	12.6%	1795	1427	1748
REPORTS TAKEN	29	-6.5%	31	30	30
ARRESTS	11	10.0%	10	7	9
ACCIDENTS WORKED	8	-20.0%	10	9	9
TRAFFIC ASSIGNMENTS	90	200.0%	30	62	61
TRAFFIC STOPS	311	21.5%	256	182	250
CITATIONS ISSUED	116	22.1%	95	55	89

Significant Police Responses

Date	Call Type	Status	Notes
08/06/2021	Injury to a Child	Arrest	Case to be filed with DAs Office
08/13/2021	Fraud	Suspended	No Known Suspects/Leads
08/14/2021	Violation of Protective Order	Arrest	Case filed with CAs Office
08/19/2021	DWI	Arrest	Case filed with CAs Office
08/22/2021	Stolen Vehicle	Suspended	Vehicle Recovered / No Known Suspects
08/27/2021	DWI	Arrest	Case filed with CAs Office
08/28/2021	DWI	Arrest	Case filed with CAs Office
08/30/2021	DWI	Arrest	Case filed with CAs Office



*Case Report – Palladium Venus Addition – Final Plat
Planning and Zoning Commission – September 9, 2021
City Council - September 13, 2021*

To: Planning and Zoning Commission
Mayor and City Council

From: David R. Gattis, FAICP

Request: Consider a Final Plat for Lot 1, Block A, Palladium Venus Addition, a one-lot multifamily residential subdivision, being 8.0 acres out of the Radford Berry Survey, Abstract 26, generally located west of FM 157 and north of U.S. 67, in the City of Venus

Owners: Palladium Venus, Ltd., Dallas, TX

Engineer/ Cross Engineering, McKinney, TX
Surveyor: Ringley and Associates, McKinney, TX

Location: Generally located west of FM 157 and north of U.S. 67

Zoning: The property was annexed in February 2019 and was zoned PD-Planned Development on May 13, 2019.

Current Use: Four three-story buildings containing 120 multifamily units and one one-story club house.

Analysis: The final plat covers 8.0 acres and creates one residential lot for four three-story buildings containing 120 multifamily units, one one-story club house, a swimming pool and a dog park. The project is partially funded through the Low Income Housing Tax Credit program. Dwelling units range in size from 725 square feet for a one bedroom unit to 1,160 SF for a three bedroom, two-bath unit.

The property was annexed into the City in February 2019 and was zoned PD-Planned Development (Ord. 678-2019-04) for R-4 Multifamily uses in May 2019. The PD Ordinance included a “General Location Map” that was a site plan, but there were no additional design regulations included. A Preliminary Plat was not submitted or approved by the City.

The City’s Public Work’s staff reports that all of the required public infrastructure shown in the approved construction plans (including a detention pond) has been completed.

The subject property is adjacent to FM 157, which provides access through a single drive approach. The existing right-of-way for FM 157 is 80 feet wide. No additional right-of-way was required by the PD Site Plan.

The property generally drains from east to west into an unnamed tributary to Grassy Creek. A portion of the lot lies within the FEMA-designated 100-year floodplain. The approximate limits of the floodplain are shown on the Final Plat and none of the improvements were constructed within the floodplain.

Water and sewer will be provided by the City of Venus.

The applicant has complied with all provisions of the Preliminary Site Plan.

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

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

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

Staff

Recommendation:

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

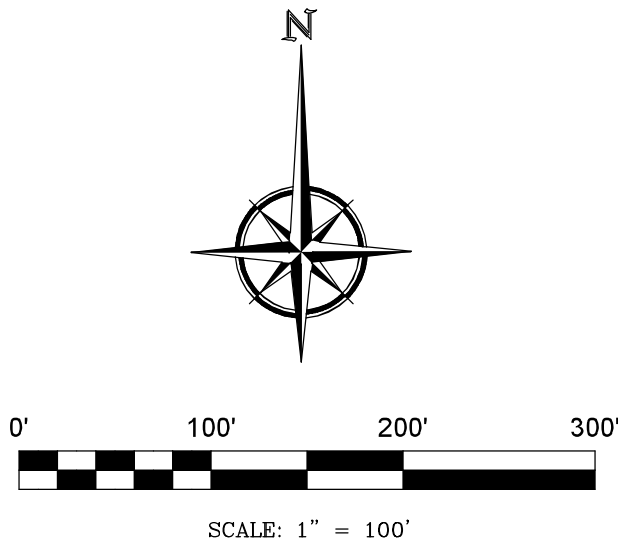
Sample

Motion:

I move to approve/deny the Final Plat for Lot 1, Block A, Palladium Venus Addition, as presented.

Attachments:

Final Plat
Aerial Photo



AREA NOTE:

The area (acres) shown hereon is based on the mathematical closure of the courses and distances reflected on this Survey. It does not include the tolerances that may be present due to positional accuracy of the boundary monuments in place.

REFERENCE BEARING NOTE:

The bearings shown hereon are geodetic (Grid) and are referenced to the Texas State Plane Coordinate Grid, Texas North Central Zone (4202), NAD83 as establish by GPS observations and measurements from the Topcon TopNet Network.

FLOOD ZONE NOTE:

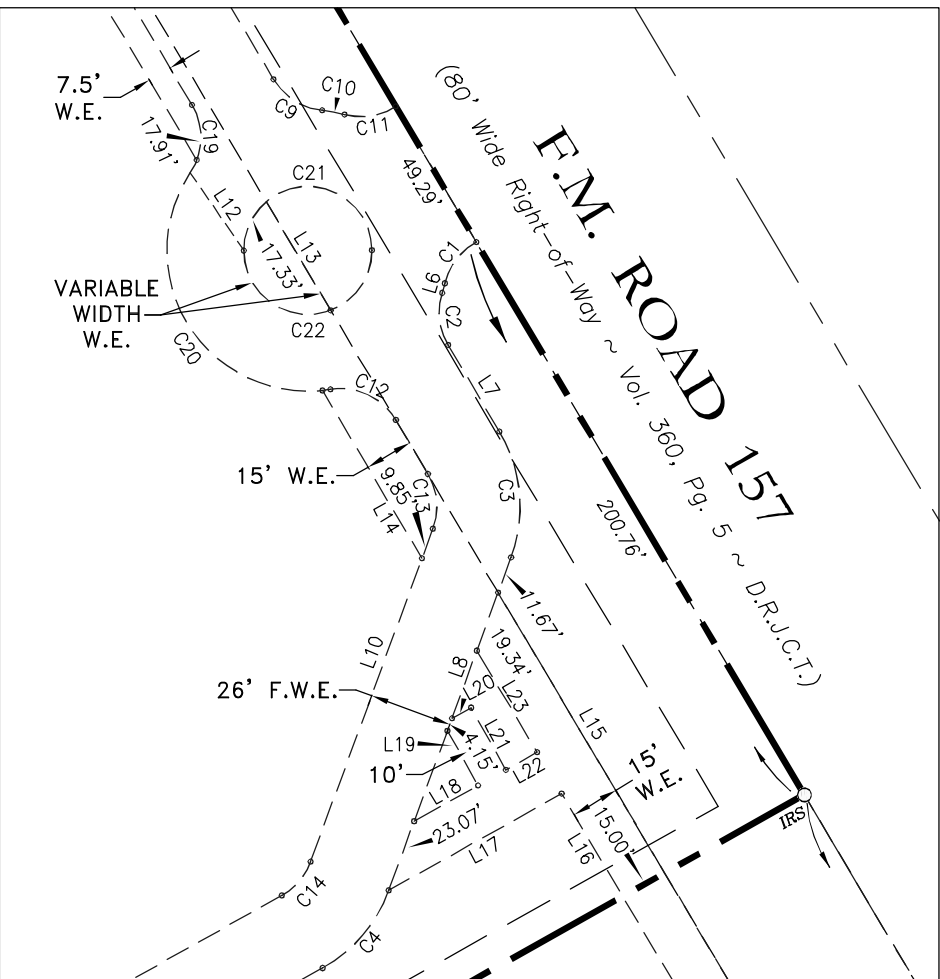
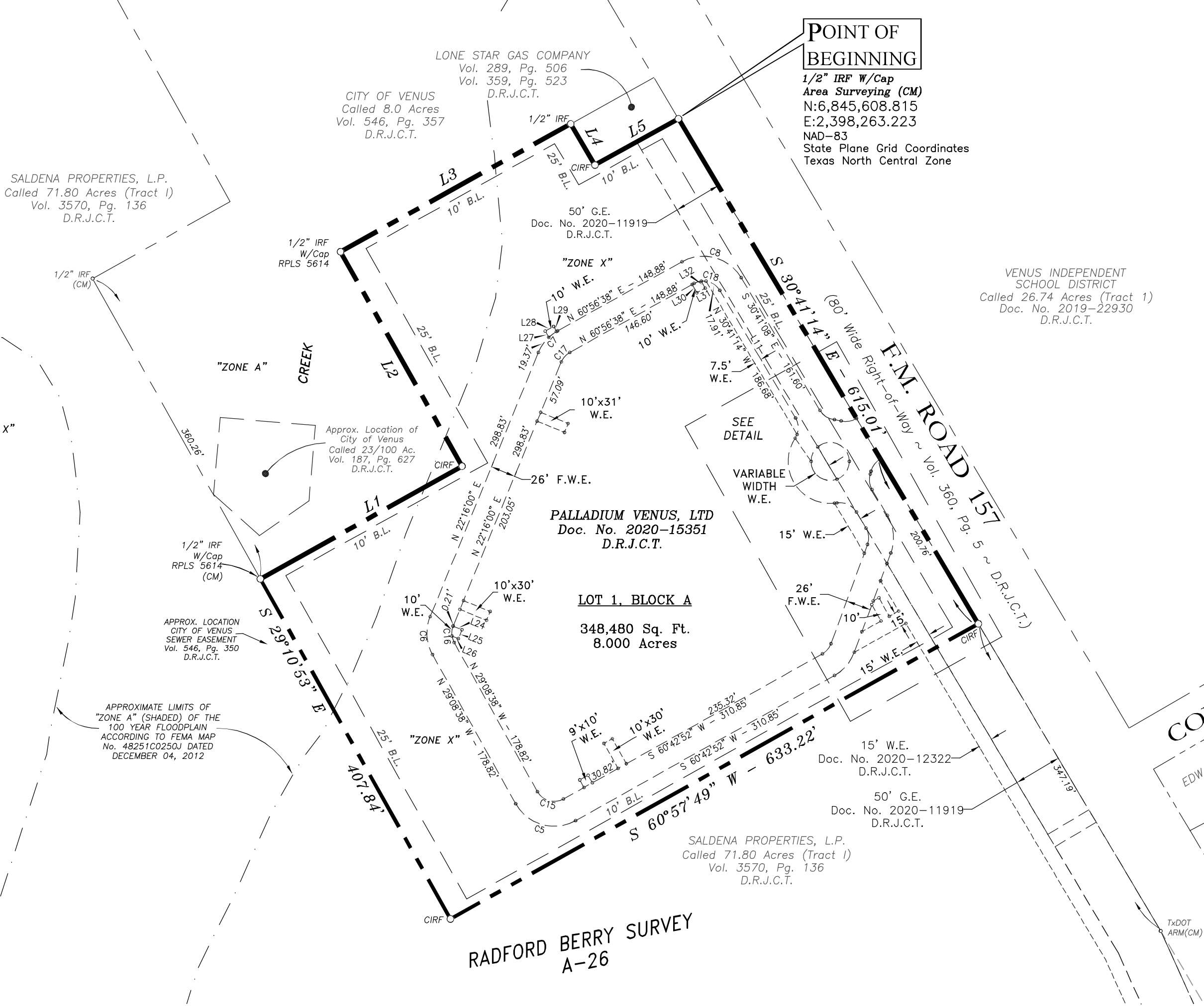
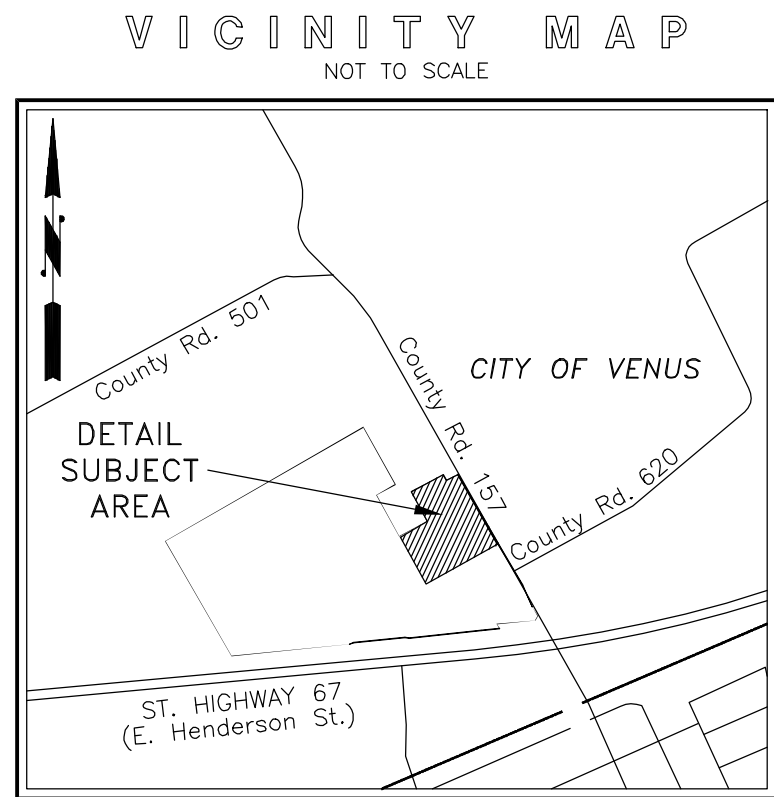
This Surveyor has reviewed Flood Insurance Rate Map No. 48251C0250J (effective date December 4, 2012) published by the Federal Emergency Management Administration for Johnson County, Texas and based upon said scaled map and graphic plotting, such review indicates that a small portion of the Subject Tract lies with in "Shaded Zone A" (Subject to inundation by 1% Annual Chance Flood) and the larger southeastern portion of the Subject Tract lies within "Zone X" (No-shading) and is an area determined to be outside the 0.2% Annual Chance Flood, as shown hereon.

EASEMENT NOTE:

Easements shown hereon are created by this plat unless otherwise noted.

MONUMENT NOTE:

All corner monuments set by this Surveyor are 1/2 inch diameter rebar, topped with a red plastic cap, stamped "RPLS 4701", unless otherwise noted.



CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	47°47'31"	20.00'	16.68'	S 37°24'08" W	16.20'
C2	48°15'13"	20.00'	16.84'	S 06°33'31" E	16.35'
C3	50°51'07"	46.00'	40.83'	S 05°15'35" E	39.50'
C4	40°32'53"	46.00'	32.55'	S 40°26'26" W	31.88'
C5	90°08'29"	46.00'	72.37'	N 74°12'53" W	65.13'
C6	51°24'39"	46.00'	41.28'	N 03°26'19" W	39.90'
C7	38°40'38"	46.00'	31.05'	N 41°36'19" E	30.47'
C8	88°22'14"	46.00'	70.95'	S 74°52'15" E	64.12'
C9	53°29'45"	20.00'	18.67'	S 57°26'01" E	18.00'
C10	9°15'30"	44.00'	7.11'	S 79°33'04" E	7.10'
C11	47°50'32"	20.00'	16.70'	N 81°09'28" E	16.22'
C12	68°34'01"	20.00'	23.93'	S 64°58'08" E	22.53'
C13	50°51'07"	20.00'	17.75'	S 05°15'35" E	17.17'
C14	40°32'53"	20.00'	14.15'	S 40°26'26" W	13.86'
C15	90°08'29"	20.00'	31.47'	N 74°12'53" W	28.32'
C16	51°24'39"	20.00'	17.95'	N 03°26'19" W	17.35'
C17	38°40'38"	20.00'	13.50'	N 41°36'19" E	13.25'
C18	88°22'13"	20.00'	30.85'	S 74°52'15" E	27.88'
C19	64°07'39"	20.00'	22.38'	S 01°22'41" W	21.23'
C20	132°41'40"	44.00'	101.90'	S 32°54'19" E	80.61'
C21	180°00'00"	20.00'	62.83'	N 89°49'03" E	40.00'
C22	180°00'00"	20.00'	62.83'	S 89°49'03" W	40.00'

LINE TABLE

LINE	BEARING	DISTANCE
L6	S 15°32'08" W	3.12'
L7	S 30°39'22" E	31.43'
L8	S 20°09'59" W	110.77'
L9	S 30°38'18" E	19.61'
L10	S 20°09'59" W	110.77'
L11	S 30°41'08" E	155.46'
L12	S 34°30'39" E	29.50'
L13	S 30°41'14" E	39.41'
L14	N 30°41'14" W	60.96'
L15	S 30°41'14" E	101.88'
L16	N 30°41'14" W	37.37'
L17	S 60°42'52" W	61.93'
L18	N 60°42'52" E	22.86'
L19	N 29°17'08" W	19.56'
L20	N 60°42'52" E	6.85'
L21	S 29°17'08" E	22.25'
L22	N 60°42'53" E	11.17'
L23	N 30°41'14" W	36.90'
L24	S 67°44'00" E	10.00'
L25	S 22°16'00" W	10.00'
L26	N 67°44'00" W	7.20'
L27	N 29°03'21" W	7.48'
L28	N 60°56'39" E	10.00'
L29	S 29°03'21" E	6.03'
L30	S 29°08'38" E	10.00'
L31	N 60°51'22" E	10.00'
L32	N 29°08'38" W	8.43'

ABBREVIATIONS

Vol. = Volume
Pg. = Page
Doc No. = Document Number
D.R.J.C.T. = Deed Records, Johnson County, Texas
CM = Controlling Monument
IRF = Iron Rod Found
TxDOT = Texas Department of Transportation
BRM = Brass Right-of-way Monument
ARM = Aluminum Right-of-way Monument
CIRF = 1/2" dia. x 18" long Iron Rod Found, topped with a red plastic cap, stamped "RPLS 4701".
W.E. = Water Easement
G.E. = ATMOS Energy Gas Line Easement
F.W.E. = Fire lane & Water Easement

FINAL PLAT

LOT 1, BLOCK A
PALLADIUM VENUS ADDITION
8.000 Acres
situated in the
Radford Berry Survey, Abstract No. 26
City of Venus, Johnson County, Texas

OWNERS REPRESENTATIVE/SURVEYOR

RINGLEY & ASSOCIATES, INC.
SURVEYING • MAPPING • PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee - McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Shad	09/02/2021	1" = 100'	18088	18088-FP.DWG	1 of 2

OWNER

PALLADIUM VENUS, LTD.
13455 Noel Road, Suite 400
Dallas, Texas 75240
Contact: Thomas E. Huth
(972) 774-4400
thuth@palladiumusa.com

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF JOHNSON §

WHEREAS, PALLADIUM VENUS, LTD. is the owner of that certain tract of land, situated in the Radford Berry Survey, Abstract No. 26 of Johnson County, Texas and being all of that certain called 8.000 acre tract of land described in a Special Warranty Deed to Palladium Venus, Ltd., dated June 3, 2020, and recorded in Document No. 2020-15351, Deed Records, Johnson County, Texas (D.R.J.C.T.) and being more particularly described by metes & bounds as follows:

BEGINNING at a 1/2 inch iron rod, topped with a plastic cap, stamped "Area Surveying", found on the southwesterly right-of-way line of F.M. Highway 157, for the most easterly northeast corner of the above described 8.000 acre Palladium Venus tract and same being the most southeastern corner of that certain called 50' x 100' tract of land described in a deed to Lone Star Gas Company, recorded in Volume 359, Page 523, D.R.J.C.T.;

THENCE: South 30 deg. 41 min. 14 sec. East, along the southwesterly right-of-way line of said F.M. Highway 157 and the northeasterly line of said Palladium Venus tract, a distance of 615.01 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701" (hereinafter referred to as "with cap"), found for the southeasterly corner of said Palladium Venus tract and said point bears North 30 deg. 41 min. 14 sec. West – 374.19 feet from a found aluminum TxDOT right-of-way disc;

THENCE: South 60 deg. 46 min. 52 sec. West, departing from said F.M. Highway 157, along the southern line of said Palladium Venus tract, a distance of 633.22 feet to a 1/2 inch iron rod with cap, found for the most southerly corner of said 8.000 acre Palladium Venus tract;

THENCE: North 29 deg. 10 min. 53 sec. West, along the westerly line of said Palladium Venus tract, a distance of 407.84 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "RPLS 5614", found for the most westerly northwest corner of said Palladium Venus tract and same being the most southwesterly corner of that certain called 8.0 acre tract of land described in a deed to the City of Venus, recorded in Volume 546, Page 357, D.R.J.C.T.;

THENCE: North 60 deg. 46 min. 52 sec. East, along the common line of said Palladium Venus tract and said 8.0 acre City of Venus tract, a distance of 241.84 feet to a 1/2 inch iron rod with cap, found for an inside ell corner of said Palladium Venus tract and most westerly southeast corner of said City of Venus tract;

THENCE: North 29 deg. 32 min. 13 sec. West, continuing along said common line, a distance of 258.20 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "RPLS 5614", found for the most northerly northwest corner of said Palladium Venus tract and an inside ell corner of said City of Venus tract;

THENCE: North 60 deg. 56 min. 38 sec. East, continuing along said common line, a distance of 275.70 feet to a 1/2 inch iron rod found for the northwest corner of the above described Lone Star Gas Company tract;

THENCE: South 30 deg. 27 min. 44 sec. East, along the common line of said Palladium Venus tract and Lone Star Gas Company tract, a distance of 50.00 feet to a 1/2 inch iron rod with cap, found for the southwesterly corner of said Lone Star Gas Company tract;

THENCE: North 61 deg. 02 min. 35 sec. East, continuing along said common line, a distance of 100.00 feet to the POINT OF BEGINNING and containing 348,479 square feet or 8.000 acres of land.

SURVEYOR’S CERTIFICATE

This is to certify that I, Lawrence H. Ringley, a Registered Professional Land Surveyor of the State of Texas, have platted the above described subdivision from an actual survey on the ground, and that all lot corners, and angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents the survey made by me or under my direction and supervision.

DATED this the _____ day of _____, 2021.

Lawrence H. Ringley
State of Texas, No. 4701

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared **LAWRENCE H. RINGLEY**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

Notary Public, State of Texas

DECLARATION OF COVENANTS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That PALLADIUM VENUS, LTD., does hereby adopt this plat designating the herein-described property as LOT 1, BLOCK A, PALLADIUM VENUS ADDITION, an addition to the City of Venus, Texas, and do hereby dedicate to the public use forever the streets and alleys shown thereon. The easements shown thereon are hereby reserved for the purposes as indicated and shall be open to fire, police and all public and private utilities for each use. The maintenance of paving on all easements is the responsibility of the property owner. No buildings, fences, trees, shrubs or other improvements shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using, or desiring to use same. All and any public utility shall have the full right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system on the easements and all public utilities shall at all times have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and addition to or removing all or parts of its respective system without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for reading meters and any maintenance and service required or ordinarily performed by that utility.

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

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

WITNESS OUR HAND at Waxahachie, Texas, this the _____ day of _____, 2021.

Thomas E. Huth
President and CEO

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared **THOMAS E. HUTH**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

Notary Public, State of Texas

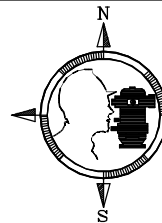
FINAL PLAT

LOT 1, BLOCK A
PALLADIUM VENUS ADDITION
8.000 Acres

situated in the
Radford Berry Survey, Abstract No. 26
City of Venus, Johnson County, Texas

OWNERS REPRESENTATIVE/SURVEYOR

OWNER
PALLADIUM VENUS, LTD.
13455 Noel Road, Suite 400
Dallas, Texas 75240
Contact: Thomas E. Huth
(972) 774-4400
thuth@palladiumusa.com



RINGLEY & ASSOCIATES, INC.
SURVEYING • MAPPING • PLANNING
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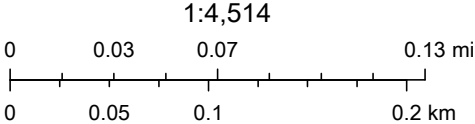
Drawn by	Date	Scale	Job	Title	Sheet
Mark Staab	09/02/2021	1" = 200'	18088	18088-PP.DWG	2 of 2

Palladium Venus Aerial



9/2/2021, 1:48:10 PM

- | | | | |
|-----------------------|----------------|-------------------------|-----------------------|
| Parcels | City Street | FEMA Flood Zones 2019 A | City Boundaries VENUS |
| Road Centerlines | County Road | FEMA Flood Zones 2019 X | County Boundary |
| Interstate/US Highway | Farm To Market | | |



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

ArcGIS Web AppBuilder

RESOLUTION NO. 09-2021-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, ADOPTING EQUITABLE AND UNIFORM PROCEDURES FOR ETIQUETTE OF CITY COUNCIL MEETINGS AND TO ASSIST IN THE ORDERLY CONDUCT OF THE CITY'S BUSINESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Venus finds it is in the best interests for the City of Venus to conduct City business in a professional, orderly and proficient manner; and

WHEREAS, the City Council for the City of Venus has determined that conducting City business in such a manner is conducive to good government and is in the best interests of the City of Venus;

WHEREAS, the City Council desires to provide that the City Council's meeting procedures will be consistent with the Texas Opening Meetings Act (Texas Government Code §551); and

WHEREAS, the City Council of the City of Venus finds it in the public interest to adopt the foregoing Resolution which establishes general policies and procedures to conduct the City's business in an orderly and efficient manner.

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

SECTION 1. The Mayor is hereby authorized and directed to sign and execute this Resolution on behalf of the City Council for the City of Venus, Texas.

SECTION 2. The policies and procedures attached hereto as Exhibit "A" are adopted and made a part of this Resolution hereof for all purposes as if fully recited herein.

SECTION 3. Any Resolution in conflict with the provisions of this Resolution is hereby repealed to the extent it conflicts with this Resolution.

SECTION 4. This Resolution shall become effective immediately from and after its passage.

SECTION 5. All recitals are adopted herein as if fully recited and incorporated for all purposes.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VENUS ON THIS the 13th DAY OF SEPTEMBER, 2021.

ATTEST:

APPROVED:

Callie Green, City Secretary

James L. Burgess, Mayor



City Council Policies and Procedure Venus, Texas

**RESOLUTION # 09-2021-09
September 13 ,2021**

City Council Policies and Procedures

ARTICLE 1.0 RULES OF PROCEDURE

1.1 Authority

A. Adoption of Rules

These rules may be amended or suspended in the manner described in this document.

1.2 General Procedure

A. Meetings to be Public

1. All meetings of the city council shall be open to the public unless pertaining to matters authorized under the Texas Open Meetings Act to be discussed in executive session. All actions of the city council shall be public and sufficient copies of the minutes shall be made available by the city secretary to staff members, the news media, and other interested persons upon request.
2. When meeting in executive session, the city council shall publicly announce the category under the Texas Open Meetings Act that permits the executive session and comply with all requirements of the Texas Open Meetings Act applicable to executive sessions.
3. A printed agenda of items to be considered at each regular meeting must be posted for public inspection at least 72 hours prior to the meeting.

City Council Policies and Procedures

B. Quorum

At the beginning of each regular or special meeting, the mayor shall determine whether or not a quorum exists in order to properly transact business of the city council. A quorum exists when there are physically present a simple majority of the number of city council members. If a quorum does not exist 15 minutes after the time for which the meeting was called, the mayor shall adjourn the meeting and either re-schedule the meeting at its next regular time or call a special meeting, depending on the circumstances.

C. Attendance

1. No member shall be excused from attendance at a city council meeting, unless for medical reasons, having to work, vacation, the death or illness of a family member, or unless excused by the Mayor. A member having three unexcused absences in succession may be removed by majority vote by city council/
2. A councilmember may not leave a council meeting in regular session without acknowledgement by the mayor. A councilmember who leaves a council meeting after the council has been duly called to order and is absent for the remainder of the meeting, without first obtaining the consent of the mayor, shall be charged with an unexcused absence for that meeting. The consent of the mayor may be given only in an emergency beyond the control of the councilmember that requires the councilmember to leave the meeting.

D. Minutes of Meetings

1. The city secretary shall record and produce written minutes of all regular and special called council meetings and shall have these minutes posted on the city's website following approval by the city council. Following approval of the written minutes, the city secretary will keep the digitally formatted minutes for regular and special called meetings for the period of time designated in the city's records retention schedule.

City Council Policies and Procedures

2. The public may obtain hard copies of written or recorded minutes through an open records request, such to be made during regular business hours. In the event the city secretary is unable to attend a meeting, the city administrator shall designate a representative to take minutes/record the proceedings.

E. Suspension of Rules

Any provision of these rules not governed by the city code, or state or federal law may be temporarily suspended by a majority vote of all members of the city council.

F. Amendment of Rules

These rules may be amended, or new rules adopted, by a simple majority vote of the city council provided that the proposed amendment or new rules were introduced at a prior regular meeting of the city council and are not in conflict with state or federal law or the code and ordinances of the City of Venus.

G. Attendance of Officers and Employees

Other officers and employees of the city shall attend city council meetings when requested to do so by the city administrator or mayor.

1.3 Types of Meetings

a. Regular Meetings

The city council shall hold regular meetings on the 2nd Mondays of each month, at 7:00 p.m.; and may hold as many additional meetings during the month as may be necessary for the transaction of the business of the city and its citizens.

b. Special Meetings

1. Special meetings may be called by the mayor, the mayor pro tem (when acting in place of the mayor), or by any three members of the city council. The call for a special meeting must specify the day and time of such meeting, as well as the items to be considered.

City Council Policies and Procedures

2. The call for a special meeting must be filed with the city secretary, in written form, signed by the mayor, mayor pro tem (in the absence of the mayor), or three city council members at least four days prior to the special meeting. In case of a call for a special meeting, the purpose of such meeting will be expressed in the notice.
3. The call for a special city council meeting as provided for above made at a regular meeting, at which a quorum of members of the city council are present, is sufficient notice of such meeting. If any member of the city council is absent from any regular meeting when such special meeting is called, that member must be given either written or telephone notice through a reasonable effort by the city secretary. It is the responsibility of each city council member to notify the city secretary of an address or telephone number where the notification can be made.

c. Executive Session

The city council may meet in executive session at the call of the mayor, mayor pro tem (when acting in place of the mayor), or any three members of the city council, or at any city council meeting where the city council seeks legal advice in accordance Section 551.071 of the Texas Government Code. The city secretary shall properly post the agenda. At such meeting, the city council may consider those matters allowed under state law.

d. Joint Sessions

The city council may meet with other boards and Commissions in joint sessions at the call of the mayor, mayor pro tem (when acting in place of the mayor), or any three members of the city council at such times as the business of the city requires.

e. Recessed Meetings

Any meeting of the city council may be recessed to a later time by a majority vote of the city council, provided that no recess may be for period in excess of 24 hours. All recessed meetings must set a time to reconvene.

City Council Policies and Procedures

f. Work Session

The city council may hold work sessions to receive briefings and background information from city staff and consultants. Work session meetings must be at a time and place established by Mayor or Mayor Pro Tem in absence of Mayor. Work sessions must be held in compliance with all provisions of the Texas Open Meetings Act. No official action may be taken by city council in a work session meeting, although city council may give direction to staff on issues under consideration.

1.4 Conducting a Meeting

a. Presiding Officer

1. The mayor shall preside over all city council meetings.
2. The mayor pro tem shall be selected from among the members of the city council at the first regular meeting following the general election at which all council places have been filled. The mayor pro tem serves for a term of one year. The mayor pro tem shall perform all duties of the mayor in his/her absence.
3. In the absence of both the mayor and mayor pro tem, the city secretary shall call the meeting to order and shall call upon the city council to select a member to act as presiding officer.

b. Preservation of Order and Meeting Decorum

- 1 The presiding officer shall have the authority to maintain the order and decorum of a meeting.
2. The presiding officer shall ensure that the meeting discourse follows the posted agenda.

c. City Council Members

1. During city council meetings, council members shall preserve order and decorum and shall neither, by conversation or otherwise, delay or interrupt the proceedings nor refuse to obey the orders of the presiding officer or the rules of the city council.

City Council Policies and Procedures

2. Every city council member desiring to speak shall address the presiding officer and, upon recognition by the presiding officer, shall limit remarks to the question under debate and shall avoid discussion of personalities and indecorous language.
3. A city council member, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer, except when a point of order is raised by another member, or the speaker chooses to yield to questions from another member. If a city council member is called to order while speaking, the member shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall remain silent or otherwise comply with rules of the board.
4. All members of the city council shall accord the utmost courtesy to each other, to city employees, and to members of the public appearing before the city council and shall refrain at all times from rude and derogatory remarks, reflection as to integrity, abusive comments, and statements as to motives and personalities.
5. City council members shall confine their questions as to the particular matters before the assembly and, in debate, shall confine their remarks to the issues before the city council.
6. City council members shall be removed from the meeting for failure to comply with decisions of the presiding officer or continued violations of the rules of the city council. If the presiding officer fails to act, any member may move to require the presiding officer to enforce the rules, and the affirmative vote of a majority of the city council shall require the presiding officer to act.

d. Members of the Public

1. Citizens are welcome to attend all official meetings of the city council and will be admitted to the meeting room up to the fire safety capacity of the room.

City Council Policies and Procedures

2. Members of the public attending city council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the city council. Any person making personal, impertinent, and slanderous remarks, or who becomes boisterous while addressing the city council or while attending the city council meeting, shall be removed from the room if the sergeant-at-arms is so directed by the presiding officer, and the person shall be barred from attendance for the balance of the meeting.
 3. It is the intent of the city council to provide a forum for persons to address the city council on topics or issues of concern. A person desiring to address the city council shall sign the speaker's sheet prior to the beginning of the meeting.
 4. Persons wishing to address issues not on the agenda may have three minutes to address the city council during the citizen comments portion of the agenda. City council is prohibited from discussing any item not posted according to the Texas Open Meetings Act.
 5. Citizens shall not speak about pending legal matters, personnel issues, or personally attack individual council members, staff, consultants, or other citizens.
 6. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted and the presiding officer, who shall direct the Chief to remove offenders from the room. Aggravated cases shall be prosecuted on appropriate complaint signed by the presiding officer. If the presiding officer fails to act, any member of the city council may move to require the presiding officer to act to enforce the rules, and the affirmative vote of the majority of the city council shall require the presiding officer to act.
- e. News media
1. During the conduct of official business, members of the news media shall occupy spaces allocated for them.
 2. Members of the news media shall refrain from conversing privately with other persons in the meeting room during the conduct of official business.

City Council Policies and Procedures

3. Interview of persons attending city council meetings shall be conducted outside the meeting room.

f. City staff

1. Members of the administrative staff and employees of the city may attend city council meetings but shall observe the same rules of procedure and decorum applicable to members of the city council.
2. All remarks and questions addressed to the city council by a staff member shall be addressed to the city council as a whole and not to any individual member.
3. No staff member, other than a staff member having the floor, shall enter into discussion either directly or indirectly without permission of the presiding officer.

1.5 Order of Business

a. Agenda

1. The order of the business of each city council meeting shall be contained in the agenda prepared under the supervision of the mayor and city administrator and posted by the city secretary at city hall no fewer than 72 hours prior to the scheduled meeting, or as required by the Texas Open Meetings Act. The agenda must be posted on the bulletin board at the front of city hall and visible to all persons at all times during the posting period.
2. Business coming before the city council must be placed in one of the following categories and in the following order:
 - a. Call to Order
 - b. Invocation
 - c. Pledge of Allegiance
 - d. Announcements by the Mayor
 - e. Citizen Public Comments
 - f. Consent Agenda
 - g. Staff reports

City Council Policies and Procedures

- h. Presentations/Proclamations/Recognitions
 - i. Public hearings
 - j. Action Items
 - i. Ordinances
 - ii. Resolutions
 - iii. Minute Entry
 - k. Discussion Items
 - l. Executive Session
 - m. Adjourn
- 3. Items requiring a public hearing followed by an action item will be consolidated into one agenda item with action on the ordinance or resolution following the close of the public hearing.
- b. Procedure for Submitting Topics, Items to be Included on the City Council Agenda.
 - 1. Items may be placed on the agenda by the mayor, mayor pro tem (when acting in place of the mayor), city administrator, or following action by a board of commission.
 - 2. A council member may request that an item be placed on the agenda by providing the captioned item in writing to the city administrator. The item to be placed on the agenda must be presented no later than 5:00 PM on the Monday of the week preceding the city council meeting.
 - 3. The council member's requested item must be placed in the appropriate agenda category. If more than one council member requests that an item be placed on the agenda, the items will be listed on the agenda in the order in which they were received. If a requesting council member has more than one item, the council member shall list them in order of his or her priority.

City Council Policies and Procedures

4. The first priority item/topic submitted by a council member received first must precede in order of any subsequent items submitted by other council members; the first priority item/topic submitted by a council member received after the first council member's requested item must precede any subsequent items submitted by a council member. Second and third priority agenda items must be placed on the agenda in the same manner as the first priority items. (Basically, first in, first on, by priority, by agenda category)
- 5 A citizen desiring to present an item for the city council's consideration may do so by written request to the city Administrator. When a written request from a person desiring to present an item for the city council's consideration is received, it must first be placed on an agenda or as a discussion item on the regular agenda. To be considered, a written request must be received no later than 5:00 p.m. on Monday of the week preceding the City Council work session or regular meeting. Any written presentation must also be submitted with the request prior to placement on the agenda. Should a person fail to appear at the city council meeting at which he/she has requested an item to be considered by the city council, that item may be dropped by the city council unless that person has earlier requested the item to be tabled. Any item requested to be on the agenda may be tabled no more than two meetings after receipt of the request.
6. At a regular meeting of the city council, citizens will be allowed three minutes to speak before the city council.
7. Council members will receive "packets" of information relative to the upcoming city council meeting no later than Wednesday afternoon once approved by Mayor. They will be available after publishing on Community by Diligent.

City Council Policies and Procedures

1.6 Motions and Voting Procedures

a. Vote of the Presiding Officer

The mayor may participate in the discussion of all matters coming before the city council but is entitled to vote only in case of a tie, as dictated by the state law.

b. Abstention from Voting

Every city council member present when a question is put shall vote either "yes" or "no," unless the city council member is prevented from voting because of conflict of interests. A city council member recorded present during a meeting who does not vote and who is not prevented from voting by a conflict of interests shall be recorded as having voted in the affirmative unless the member has obtained the consent of the presiding officer to leave the meeting and is absent for the remainder of the meeting.

c. Conflict of interest

A city council member stopped from voting on a matter for reasons of financial interest shall:

1. refrain from discussing the matter at any time with any other member of the city council or any other body that will consider the matter;
2. leave the room during debate and hearing; and
3. refrain from voting on the matter.

City Council Policies and Procedures

1.7 Dealings with city employees.

a. In general

Under no circumstances shall councilmembers interfere in any manner with the employees or personnel who work with or under the city council, but they shall in all cases make their wishes known to the city administrator, who shall handle the matter with employees the same as in other employee-personnel problems. The Mayor is exempt from this section.

b. Chain of authority

1. All directives, instructions, or orders to department heads or other city employees from the city council shall be made through the city administrator.
2. The procedural requirement set forth in this article is established for the purpose of providing a proper chain of command in regard to the routine administrative functions of the city and shall not apply in case of emergency or where such requirements would be contrary to the laws and constitution of this state.
3. Provided further, such requirement shall not prohibit direct instructions or orders between the city council and the city secretary in matters related to the city secretary's statutory duties as official city secretary of the city, but shall apply to the additional clerical functions which are performed by the city secretary under the direction of the Mayor.

City Council Policies and Procedures

ARTICLE 2.0 COUNCIL TRAVEL AND TRAINING

2.1 Education and Training

- a. In order to be an effective representative, it is the policy of the city council that members should be as informed as possible on local, state, and national issues. In order to be an informed representative, council members should avail themselves of training and informational opportunities within budgetary constraints.
- b. It is also the policy of the city council that members should make, to the extent possible, themselves available as city representatives at official city, county, and state sponsored and community-based events.

2.2 Funding and Eligible Travel Expenditures

- a. Within the funds available, the council shall budget annually an amount of funds that shall be made available for council member education and training. These funds may be used to pay or reimburse council members for the following expenses associated with education and training:
 1. Expenses for public or private transportation including air fare, transit fare, taxi fare, or mileage reimbursement for the use of a council member's personal vehicle when traveling outside the city limits. Personal mileage reimbursement will be at the annually established IRS mileage rate.
 2. Hotel or motel lodging when associated with an education or training event.
 3. Funds will be advanced or reimbursed for meals while attending an educational or training event, including meals traveling to or from the event.
 4. Registration expenses will be advanced or reimbursed for educational or training events, including materials, luncheons, and receptions when made a part of the registration fee.

City Council Policies and Procedures

5. This travel policy includes travel expenses as described above for a member traveling as a city representative when the city or the council member is a member of a governmental board or organization.
 - b. Payment or reimbursement applies only to the city council member.
 - c. In order to receive reimbursement or subsequent to an advance of funds, city council members are responsible for providing receipts or appropriate documentation of expenses in a timely manner following the travel event.

City Council Policies and Procedures

ARTICLE 3.0 Bereavement

- 3.1 The city council desires to show the city's respect, appreciation, and remembrance of persons who are contributors or have contributed to the city and who are ill or have died.
- 3.2 In cases of serious illness or injury requiring hospitalization or surgery, the city council will express its appreciation and thoughts for recovery by sending an age-appropriate gift to the hospital or residence of the person. Those persons include:
 - a. City council members or family members in the first degree of consanguinity.
 - b. Immediate past city council members.
 - c. Current board or commission members.
 - d. Current city employees.
- 3.3 In case of death, the city council will express its respect, regrets, and appreciation for service to the city by sending a plant or flowers to the funeral service or residence of the person. Those persons include:
 - a. City council members or family members in the first degree of consanguinity.
 - b. Immediate past city council members or family members in the first degree of consanguinity.
 - c. Former mayor or city council member
 - d. Current board or commission member
 - e. City administrator, or family member in the first degree of consanguinity
 - f. Current city employee

ORDINANCE 735-2021-09

AN ORDINANCE OF THE CITY OF VENUS, TEXAS, AMENDING THE CITY OF VENUS CODE OF ORDINANCES BY AMENDING CHAPTER 32, "UTILITIES", ARTICLE IV. "RATES AND CHARGES", SECTION 32-418, "WATER & SEWER RATES FOR STAGE 1" AND SECTION 32-419, "WATER AND SEWER RATES FOR STAGE 2"; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that in the best interests of the welfare of the community, to encourage informed and effective public participation, and to more efficiently inform the citizens of water and wastewater/sewer rates, amending the Code of Ordinances below is an effective method of maintaining a good and orderly government pursuant to the Texas Local Government Code.

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

SECTION 1. That the portion of Chapter 32, "Utilities", Article IV "Rates and Charges", Section 32-418, "Water and Sewer Rates for Stage 1", of the Code of Ordinances be amended and shall read as follows:

“...

§ 32-418 Water and Sewer Rates for Stage 1

...

Any person receiving water and/or wastewater service from the City shall be charged and pay for such according to the rates established by resolution and found in the Master Fee Schedule as determined by the City Council. The following charges are hereby established by the City Council and the rates for such charges shall be found and amended from time to time in the City's Master Fee Schedule.

Water and sewer rates are to be increased in two stages. Stage 1 rates are as follows:

Residential Water

Minimum

2001-5000 gallons, per thousand

Above 5000 gallons, per thousand

Residential Sewer

Small Business Water

Minimum

2001—15,000 gallons, per thousand

Above 15,000 gallons automatically escalates the account to Retail Business Rates

Small Business Sewer

5001—15,000 gallons, per thousand

Above 15,000 gallons automatically escalates the account to Retail Business Rates

Retail Business Water

Minimum

Above 50,000 gallons, per thousand

Above 200,000 gallons automatically escalates the account to Commercial Rates

Retail Business Sewer

Above 50,000 gallons, per thousand

Above 200,000 gallons automatically escalates the account to Commercial Rates

Commercial Water

Minimum

Above 50,000 gallons, per thousand

Commercial Sewer

Above 50,000 gallons, per thousand

...”

SECTION 2. That the portion of Chapter 32, “Utilities”, Article IV “Rates and Charges”, Section 32-419, “Water and Sewer Rates for Stage 2”, of the Code of Ordinances be amended and shall read as follows:

“...

§ 32-419 Water and Sewer Rates for Stage 2

Any person receiving water and/or wastewater service from the City shall be charged and pay for such according to the rates established by resolution and found in the Master Fee Schedule as determined by the City Council. The following charges are hereby established by the City Council and the rates for such charges shall be found and amended from time to time in the City’s Master Fee Schedule.

Water and sewer rates are to be increased in two stages. Stage 2 rates are as follows:

Residential Water

Minimum

2001—5000 gallons, per thousand

Above 5000 gallons, per thousand

Residential Sewer

Small Business Water

Minimum

2001—15,000 gallons, per thousand

Above 15,000 gallons automatically escalates the account to Retail Business Rates

Small Business Sewer

5001—15,000 gallons, per thousand

Above 15,000 gallons automatically escalates the account to Retail Business Rates

Multifamily Water

Minimum

Above 50,000 gallons, per thousand

Multifamily Sewer

Above 50,000 gallons, per thousand

Retail Business Water

Minimum

Above 50,000 gallons, per thousand

Above 200,000 gallons automatically escalates the account to Commercial Rates

Retail Business Sewer

Above 50,000 gallons, per thousand

Above 200,000 gallons automatically escalates the account to Commercial Rates

Commercial Water

Minimum

Above 50,000 gallons, per thousand

Commercial Sewer

Above 50,000 gallons, per thousand

...”

SECTION 3. That all ordinances of the City of Venus, Texas in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of Venus, Texas not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. That this ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provide.

SECTION 6. That all recitals contained in this Ordinance are fully incorporated herein as if fully written.

PASSED AND APPROVED this 13th day of September 2021.

APPROVED:

By: _____
James L. Burgess, Mayor

ATTEST:

By: _____
Callie Green, City Secretary



*Case Report – Horizons at Bankston Estates – Preliminary Plat
Planning and Zoning Commission – August 27, 2021
City Council - September 13, 2021*

To: Planning and Zoning Commission
Mayor and City Council

From: David R. Gattis, FAICP

Request: Consider a Preliminary Plat for Horizons at Bankston Estates, a 106-lot residential subdivision, being 24.395 acres out of the Moses Lapham Survey, Abstract 499, generally located south of FM 1807 and west of County Road 213, in the City of Venus

Owners: Genesis Land, LLC, Venus, TX

Engineer/ Childress Engineers, Cleburne, TX
Surveyor: Trans Texas Surveying, Cleburne, TX

Location: Generally located south of FM 1807 and west of County Road 213

Zoning: The property was annexed in December 2020 and was zoned SF-1S Single Family Small Lot in March 2021.

Current Use: Generally vacant with a storage building at the corner of FM 1807 and CR 213.

Analysis: The preliminary plat covers 24.395 acres and creates 105 residential lots and one common area lot for detention and drainage. The SF-1S zoning district requires minimum lot area of 5,000 square feet and a minimum lot width of 50 feet. The lots proposed are typically 60 feet wide and 6,900 square feet, so the proposed plat meets or exceeds the zoning requirements.

The subject property is adjacent to FM 1807 and County Road 213. The plat indicates that the existing right-of-way for FM 1807 is 80 feet wide. Along County Road 213, this plat is showing a right-of-way dedication of approximately 6.65 feet to provide 30 feet from the centerline of CR 213 for a full width of 60 feet. Until the City updates its Thoroughfare Plan, the existing and proposed rights-of-way are sufficient.

The property generally drains from east to west, and there is an existing stock tank near the center of the property. A swale has been graded through the center of the property from east to west. A small portion of proposed Lot 42 is within the FEMA-designated 100-year floodplain. Lot 42 is the location of a proposed detention pond. The swale will be relocated to the southern edge of the property to collect water from the south and divert it west toward the detention pond.

Water will be provided by Mountain Peak Special Utility District and wastewater will be handled by the City.

The applicant has complied with all planning and engineering comments on the preliminary plat. The engineer has additional comments on the construction plans, but they do not affect the Preliminary Plat.

The Planning and Zoning Commission and City Council shall use the following criteria and determine if it is adequate to serve the development and meet the city's adopted master plans for

those facilities: roads, water, wastewater, storm drainage, park facilities, open spaces, easements and rights-of-way. Further, the Council has authority to approve this plat subject to conformance with the regulations of the Subdivision Ordinance. The Commission may recommend and the Council may take the following action regarding this plat:

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

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

Staff

Recommendation:

Staff recommends that the Planning and Zoning Commission recommend that the City Council approve the Preliminary Plat for Horizons at Bankston Estates, as presented.

Planning and

Zoning Commission

Recommendation:

The Planning and Zoning Commission considered this item at their August 27th meeting and unanimously recommend that the City Council approve the Preliminary Plat for Horizons at Bankston Estates as presented.

Sample

Motion:

I move to approve/deny the Preliminary Plat for Horizons at Bankston Estates, as presented.

Attachments:

Preliminary Plat
Vicinity Map
Aerial Photo

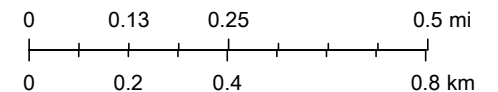
Horizons at Bankston Estates-Vicinity



8/20/2021, 11:32:03 AM

- Parcels
- Farm To Market
- County Boundary
- Road Centerlines
- City Boundaries
- County Road
- VENUS

1:18,056



Esri, HERE, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P,

ArcGIS Web AppBuilder

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

Horizons at Bankston Estates-Aerial



8/20/2021, 11:34:24 AM

Site Structure Address Points Road Centerlines

County Boundary

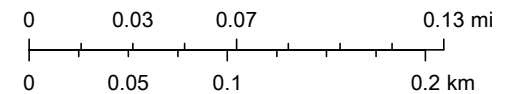
Residential

County Road

Parcels

Farm To Market

1:4,514



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

ArcGIS Web AppBuilder

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

**Interlocal Cooperation Contract
Failure to Appear (FTA) Program**

State of Texas

County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated FTA system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

Court will supply information to DPS, through its Vendor, that is necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. Written warnings

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the

prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

B. FTA Report

An FTA Report is a notice sent by Court requesting a person be denied renewal in accordance with this Contract. The Court may submit an FTA Report to Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

C. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days, from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;

4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to pay the fine and cost within the Court's discretion.

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

D. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract.

E. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

F. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006 are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

G. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006, no payment will be made to the Vendor or required of the Court.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees collected by Court.

VII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service 5805 North Lamar Blvd. Austin, Texas 78752-0001 (512) 424-5311 [fax] Driver.Improvement@dps.texas.gov (512) 424-7172
Address:	
Address:	
Fax:	
Email:	
Phone:	

- C. Termination.** Either party may terminate this Contract with 30 days' written notice. DPS may also terminate this Contract for cause if Court doesn't comply with Section V.F., *Non-Waiver of Fees*. After termination, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*	Department of Public Safety
Authorized Signatory	Driver License Division Chief or Designee
Title	
Date	Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person’s title and date.

**Attachment 1 to
Model Staff Report**

2021 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Customer Class (a)	Current (b)	Proposed (c)	Bills (d)	Ccf/MmBtu (e)	Current Revenues (f)	Proposed Revenues (g)	Increase (h)
1	Residential							
2	Customer Charge	\$	20.25			\$	\$	\$
3	Consumption Charge			13,861,632		280,698,048	289,015,027	8,316,979
4	Revenue Related Taxes	0.26651	0.27979		627,298,034	167,181,199	175,511,717	8,330,518
5						30,398,805	31,528,717	
6	Total Class Revenue					\$ 478,278,052	\$ 496,055,461	\$ 17,777,409
7	Commercial							
8	Customer Charge	\$	54.50			\$	\$	\$
9	Consumption Charge			1,094,352		59,642,184	61,830,888	2,188,704
10	Revenue Related Taxes	0.11728	0.12263		363,850,875	42,672,431	44,619,033	1,946,602
11						6,944,376	7,225,051	
12	Total Class Revenue					\$ 109,258,991	\$ 113,674,972	\$ 4,415,981
13	Industrial & Transportation							
14	Customer Charge	\$	1,014.50			\$	\$	\$
15	Consumption Charge Tier 1			7,056		7,158,312	7,442,316	284,004
16	Consumption Charge Tier 2	\$	0.4157			3,109,328	3,238,728	129,400
17	Consumption Charge Tier 3	\$	0.3044			2,521,298	2,626,490	105,192
18	Revenue Related Taxes	\$	0.0653			850,136	885,287	35,151
19						925,722	963,306	
20	Total Class Revenue					\$ 14,564,796	\$ 15,156,127	\$ 591,331
21	Total Excluding Other Revenue					\$ 602,101,840	\$ 624,886,561	\$ 22,784,721
22								
23								
24	Revenue Related Tax Factor	6.7873%						

**Attachment 2
to 2021 RRM Staff Report**

Bill Impact

[illegible]

[illegible]

**Attachment 3
to 2021 RRM Staff Report**

RRM Monthly Savings Over GRIP and DARR Rates

**ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE BILL COMPARISON
(EXCLUDING GAS COSTS)**

	ACSC Settled	DARR Settled	ATM Filing	ENVIRONS Filing
Customer Charge	\$20.85	\$23.80	\$27.68	\$25.90
Monthly Ccf [1]	45.2	52.7	45.2	45.2
Consumption Charge	\$0.27979	\$0.19526	\$0.14846	\$0.18653
Average Monthly Bill	\$33.50	\$34.09	\$34.39	\$34.33
		-\$0.60	-\$0.89	-\$0.83

[1] Recognizes that average normal usage for Dallas residential customers is greater than Mid-Tex average.

Exhibit A
to 2021 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2021

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 20.85 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 20.90 per month
Commodity Charge – All <u>Ccf</u>	\$0.27979 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE: Page

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 56.50 per month
Rider CEE Surcharge	\$ 0.01 per month ¹
Total Customer Charge	\$ 56.51 per month
Commodity Charge – All Ccf	\$ 0.12263 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4330 per MMBtu
Next 3,500 MMBtu	\$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0680 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4330 per MMBtu
Next 3,500 MMBtu	\$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0680 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	11.88	0.1459	85.39	0.6996
Austin	10.34	0.1452	194.82	0.9398
Dallas	15.21	0.1915	148.19	1.0986
Waco	10.63	0.1373	130.39	0.7436
Wichita Falls	12.63	0.1398	109.17	0.5803

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B
to 2021 RRM Resolution or Ordinance

Mid-Tex
2021 Benchmark for Pensions
and Retiree Benefits

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Description (a)	Shared Services (b)		Post-Employment (c)		Pension Account Plan (d)		Mid-Tex Direct Supplemental Executive Benefit Plan (e)		Post-Employment Benefit Plan (f)		Adjustment Total (g)
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	
1	Proposed Benefits Benchmark - Fiscal Year 2021 Willis Towers Watson											
2	Report as adjusted (1) (2) (3)	\$ 2,917,949	\$ 4,908,358	\$ 5,447,063	\$ 293,818	\$ 6,600,073						
3	Allocation to Mid-Tex	43.68%	43.68%	76.11%	100.00%	76.11%						
4	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)											
5	O&M and Capital Allocation Factor	\$ 1,274,655	\$ 2,144,130	\$ 4,145,546	\$ 293,818	\$ 5,023,057						
6	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	100.00%	100.00%	100.00%	100.00%	100.00%						
7		\$ 1,274,655	\$ 2,144,130	\$ 4,145,546	\$ 293,818	\$ 5,023,057						
8	Summary of Costs to Approve (1):											
9												
10	O&M Expense Factor (WP_F-2.3, Ln 2)	75.07%	75.07%	38.66%	11.00%	38.66%						
11												
12												
13	Total Pension Account Plan	\$ 956,873	\$ 1,609,582	\$ 1,602,484	\$ 32,322	\$ 1,941,691						
14	Total Post-Employment Benefit Plan											
15	Total Supplemental Executive Benefit Plan											
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 956,873	\$ 1,609,582	\$ 1,602,484	\$ 32,322	\$ 1,941,691						
17												
18	Notes:											
19	1. Studies not applicable to Mid-Tex or Shared Services are omitted.											
20	2. Mid-Tex is proposing that the Fiscal Year 2021 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the											
21	benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods											
22	includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.											
23	3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.											

Exhibit C
to 2021 RRM Resolution or Ordinance

Mid-Tex 2021 Schedule for
Amortization for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2020
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning Protected Balance	Protected Amortization	Ending Protected Balance	Beginning Unprotected Balance	Unprotected Amortization	Ending Unprotected Balance	Total Protected & Unprotected Amortization	Total Protected & Unprotected Balance
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	2017 (3)	\$ -	\$ -	\$ (51,477,654)	\$ -	\$ -	\$ 343,746,535	\$ -	\$ 292,268,881
2	2018	(51,477,654)	494,977	(50,982,677)	343,746,535	(3,513,868)	340,232,667	(3,018,891)	289,249,991
3	2019	(50,982,677)	1,979,910	(49,002,767)	340,232,667	(14,057,872)	326,174,795	(12,077,963)	277,172,028
4	2020	(49,002,767)	1,979,910	(47,022,857)	326,174,795	(13,988,908)	312,185,886	(12,008,999)	265,163,029
5	2021	(47,022,857)	3,464,842	(43,558,015)	312,185,886	(26,390,127)	285,795,760	(22,925,284)	242,237,745
6	2022	(43,558,015)	1,979,910	(41,578,105)	285,795,760	(60,167,528)	225,628,231	(58,187,619)	184,050,126
7	2023	(41,578,105)	1,979,910	(39,598,195)	225,628,231	(60,167,528)	165,460,703	(58,187,619)	125,862,508
8	2024	(39,598,195)	1,979,910	(37,618,286)	165,460,703	(60,167,528)	105,293,175	(58,187,619)	67,674,889
9	2025	(37,618,286)	1,979,910	(35,638,376)	105,293,175	(60,167,528)	45,125,646	(58,187,619)	9,487,270
10	2026	(35,638,376)	1,979,910	(33,658,466)	45,125,646	(45,125,646)	(0)	(43,145,737)	(33,658,466)
11	2027	(33,658,466)	1,979,910	(31,678,556)	(0)	0		1,979,910	(31,678,556)
12	2028	(31,678,556)	1,979,910	(29,698,647)	-	-		1,979,910	(29,698,647)
13	2029	(29,698,647)	1,979,910	(27,718,737)	-	-		1,979,910	(27,718,737)
14	2030	(27,718,737)	1,979,910	(25,738,827)	-	-		1,979,910	(25,738,827)
15	2031	(25,738,827)	1,979,910	(23,758,917)	-	-		1,979,910	(23,758,917)
16	2032	(23,758,917)	1,979,910	(21,779,007)	-	-		1,979,910	(21,779,007)
17	2033	(21,779,007)	1,979,910	(19,799,098)	-	-		1,979,910	(19,799,098)
18	2034	(19,799,098)	1,979,910	(17,819,188)	-	-		1,979,910	(17,819,188)
19	2035	(17,819,188)	1,979,910	(15,839,278)	-	-		1,979,910	(15,839,278)
20	2036	(15,839,278)	1,979,910	(13,859,368)	-	-		1,979,910	(13,859,368)
21	2037	(13,859,368)	1,979,910	(11,879,459)	-	-		1,979,910	(11,879,459)
22	2038	(11,879,459)	1,979,910	(9,899,549)	-	-		1,979,910	(9,899,549)
23	2039	(9,899,549)	1,979,910	(7,919,639)	-	-		1,979,910	(7,919,639)
24	2040	(7,919,639)	1,979,910	(5,939,729)	-	-		1,979,910	(5,939,729)
25	2041	(5,939,729)	1,979,910	(3,959,820)	-	-		1,979,910	(3,959,820)
26	2042	(3,959,820)	1,979,910	(1,979,910)	-	-		1,979,910	(1,979,910)
27	2043	(1,979,910)	1,979,910	0	-	-		1,979,910	0
28									
29	Revenue Related Tax Factor				See WP_F-5.1			6.79%	
30	Revenue Related Taxes on Annual Amortization				Amortization * Tax Factor		\$	3,949,355	
31	Amortization Including Revenue Related Taxes				Amortization + Taxes		\$	<u>62,136,973</u>	
32									
33	Notes:								
34	1. The annual amortization of the protected balance is a 26 year recovery period based on the Reverse South Georgia Method. The annual amortization of the unprotected balance is 5 years.								
35	2. The Regulatory Liability is recorded to FERC Accounts 253 and 242, Sub Account 27909.								
36	3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.								

RESOLUTION NO 07-2021-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Venus, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2021, Atmos Mid-Tex filed its 2021 RRM rate request with ACSC Cities based on a test year ending December 31, 2020; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2021 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$22.78 million applicable to ACSC Cities with an Effective Date of December 1, 2021; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$3.8 million off new rates imposed by the attached tariffs (Exhibit A); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$22.78 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2021 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$22.78 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2021 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato,

RESOLUTION NO. 07-2021-09

General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue,
Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
VENUS, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY
OF _____, 2021.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

August 17, 2021

STAFF REPORT FOR RESOLUTION

BACKGROUND AND SUMMARY

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2021, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2020, entitled it to additional system-wide revenues of \$43.4 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$40.5 million, \$29.3 million of which would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$22.34 million instead of the claimed \$40.5 million. The amount of the \$22.34 million deficiency applicable to ACSC members would be \$16.8 million.

After the Company reviewed ACSC’s consultants’ report, ACSC’s Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$22.78 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2021. This should save ACSC cities approximately \$3.8 million.

The Executive Committee recommends a settlement at \$22.78 million. The Effective Date for new rates is December 1, 2021. ACSC members should take action approving the Resolution before October 1, 2021.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$22.78 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$1.28 on a monthly basis, or 2.2 percent. The increase for average commercial usage will be \$4.03 or 1.61 percent. A bill impact comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2021, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates. See Attachment 3.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

1. This section approves all findings in the Resolution.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$22.78 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
7. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.
8. This section repeals any resolution or ordinance that is inconsistent with the Resolution.
9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

10. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
11. This section provides for an effective date upon passage. December 1, 2021 represents a two month delay in the Effective Date established by the RRM tariff.
12. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$43.4 million in additional system-wide revenues, the RRM settlement at \$22.78 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$22.78 million (plus \$3.8 of additional savings due to the two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before October 1, 2021. New rates become effective December 1, 2021.

ROGER HARMON
JOHNSON COUNTY JUDGE

Paula Reid, Administrative Assistant
Rexann Knowles, Budget Coordinator



Abby Nino, Secretary
Rachel Sittler, Receptionist

#2 Main St – Johnson County Courthouse, Cleburne, Texas 76033

August 12, 2021

Please find enclosed 2 copies of the Interlocal Cooperation Agreement for Dispatching Services for Budget Year 2021-2022, with Exhibit A which was approved by the Johnson County Commissioners Court on August 9, 2021. **Please present the agreement at your next Council or Board meeting for its approval.**

Please return **both** signed Agreements to Johnson County to the address at the top of this letter as soon as possible so that the Commissioners Court may approve the Agreement. A fully executed Agreement will be returned to you for your records once it has been approved in Commissioners Court.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Paula Reid".

Paula Reid
Administrative Assistant
to County Judge Roger Harmon



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR DISPATCHING SERVICES FOR BUDGET YEAR 2021-2022**

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

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

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

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

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

ARTICLE I – SCOPE OF SERVICES

A. Definitions:

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

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

C. Scope of Service:

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

ARTICLE II – PAYMENTS

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

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

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

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

ARTICLE IV – INDEMNIFICATION

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

ARTICLE V – FORCE MAJEURE

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

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

ARTICLE VI – TERM

- A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2022. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
- B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity’s duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY’S performance or failure to perform pursuant to this Agreement.

ARTICLE VII – VESTED RIGHTS

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

ARTICLE VIII - MISCELLANEOUS PROVISIONS

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

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

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

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

JOHNSON COUNTY

Roger Harmon
County Judge

Date

Adam King
County Sheriff

Date

Attest:

Becky Ivey
County Clerk

Date

ENTITY

Signature

Date

Printed Name

Title

Chief of Police

Date

Attest:

Signature

Date

Printed Name

Title

EXHIBIT "A"
DISPATCH FEES 2021-2022 BUDGET

Total Personnel Cost for Dispatch 2020-2021 \$1,575,951.00
25% of total personnel cost: \$393,987.75

Calls for Service 07-01-2019 00:00:00 - 06-30-2020 23:59:59

Agency	All Console Calls	All Console Calls W/out Assist Calls	Total Assist Calls
Alvarado PD	3385	3206	179
Alvarado Marshal	2	2	0
Alvarado ISD	157	156	1
Joshua PD	2411	2307	104
Godley PD	4022	3961	61
Grandview PD	932	853	79
Rio Vista PD	1701	1617	84
Venus PD	3042	2931	111
Keene PD	2249	2133	116
Joshua ISD PD	413	405	8
Rio Vista ISD	0	0	0
Venus ISD PD	30	28	2
Keene ISD PD	2	2	0
Total		17601	

Formual Amount= 100/ 17601 0.005681495

Percentage of Calls For Service

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

Alvarado PD	18.2149
Alvarado Marshal	0.0114
Alvarado ISD	0.8863
Joshua PD	13.1072
Godley PD	22.5044
Grandview PD	4.8463
Rio Vista PD	9.1870
Venus PD	16.6525
Keene PD	12.1186
Joshua ISD PD	2.3010
Rio Vista ISD	0.0000
Venus ISD PD	0.1591
Keene ISD PD	0.0114

EXHIBIT "A"
DISPATCH FEES 2021-2022 BUDGET

Total Cost to Agency

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

Alvarado PD	\$71,764.37
Alvarado Marshal	\$44.77
Alvarado ISD	\$3,491.97
Joshua PD	\$51,640.80
Godley PD	\$88,664.59
Grandview PD	\$19,093.89
Rio Vista PD	\$36,195.57
Venus PD	\$65,608.66
Keene PD	\$47,745.92
Joshua ISD PD	\$9,065.68
Rio Vista ISD	\$0.00
Venus ISD PD	\$626.76
Keene ISD PD	\$44.77
Total	\$393,987.75

ROGER HARMON
JOHNSON COUNTY JUDGE

Paula Reid, Administrative Assistant
Rexann Knowles, Budget Coordinator



Abby Nino, Secretary
Rachel Sitler, Receptionist

#2 Main St – Johnson County Courthouse, Cleburne, Texas 76033

August 12, 2021

Please find enclosed an Interlocal Cooperation Agreement (2 originals) for the housing of your City's Class C Misdemeanor Offenses in the Johnson County Jail. The Agreement is effective from October 1, 2021 to September 30, 2022 and reflects the new rate beginning October 1, 2021. **Please present the agreement at your next Council or Board meeting for its approval.** Complete the billing address on page 5, fill in the names and addresses for notices on page 9, and complete the appropriate names and signatures on page 11.

Please return **both** signed Agreements to Johnson County to the address at the top of this letter as soon as possible so that the Commissioners Court may approve the Agreement. A fully executed Agreement will be returned to you for your records once it has been approved in Commissioners Court.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Paula Reid".

Paula Reid
Administrative Assistant to
County Judge Roger Harmon



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR HOUSING CITY'S CLASS C MISDEMEANOR PRISONERS
FOR BUDGET YEAR 2021-2022**

This Agreement is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County and the City of Venus, Texas (hereinafter "City"), a municipal corporation operating pursuant to the laws of the State of Texas and located in Johnson County.

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

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

WHEREAS, County and City mutually desire to enter into an Agreement for the housing of certain prisoners.

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

**SECTION 1.
FACILITIES**

1.1 **In General.** County represents and warrants that the facilities provided for

detention of City prisoners meet the requirements of the Texas Commission on Jail Standards, and other applicable State and Federal law.

- 1.2 **Location and Operation of Facility.** County shall provide the detention services described herein at the Johnson County Jail in Cleburne, Texas. County will provide City and its Police Department with access to and use of the County Jail facilities for the holding and incarceration of City's prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors, including, but not limited to, adequate personnel necessary to supervise City prisoners, clothing, food, medical attention, and other appropriate necessities with respect to that number of prisoners. County agrees to provide City with access to and use of these facilities and services so long as such facilities are available and meet the requirements of the Texas Commission on Jail Standards, subject to the termination rights provided for herein.

SECTION 2. GENERAL DUTIES OF COUNTY

- 2.1 **Class C Misdemeanor Only.** This Agreement shall apply only to City prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors. Incarceration of all other City prisoners is provided for under other Interlocal Agreements or state statutes.
- 2.2 **Housing and Care of Prisoners.** County agrees to accept and provide for the secure custody, care, and safekeeping of prisoners of the City under this Agreement in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. County shall provide housing, care, meals and routine medical services for such prisoners on the same basis as it provides for its own prisoners confined in its own jail.

SECTION 3. MEDICAL SERVICES

- 3.1 **Payment.** The per-day rate under this Agreement covers only routine services, such as on-site sick call (when provided by on-site staff) and non-prescription over the counter and routine drugs and medical supplies. The City shall pay the County an amount equal to the amount the County is required to expend for medical services other than those routine medical services provided for by the per-day rate. However, County shall notify City prior to incurring medical

expenses greater than two hundred fifty dollars (\$250.00) for any one prisoner.

- 3.2 **Excluded from Per-day Rate.** The per-day rate under this Agreement does not cover: 1) medical/health care services provided outside of the County's facility or by other than facility staff, 2) prescription drugs and treatments, 3) surgical or dental care, and 4) costs associated with any hospitalization of a prisoner.
- 3.3 **Prisoner Primarily Responsible for Costs.** Any prisoner having health insurance or prescription drug coverage shall be required to use such coverage for any medical care provided when he or she is incarcerated by the County. As required by Article 104.002 of the Code of Criminal Procedure, the prisoner shall be primarily responsible for the cost of his or her medical care, and shall be obligated to the entity incurring the cost of the medical care, unless the prisoner fully pays for the cost of services received.
- 3.4 **City to be Contacted.** When it becomes necessary for a prisoner to be hospitalized, the County shall contact the City through its Chief of Police or designated representative as soon as possible, to inform the City of the fact that the prisoner has been or is to be hospitalized and the nature of the illness or injury that has required the hospitalization. The County shall submit invoices for reimbursable medical services along with its regular monthly billings for detention services and such invoices shall be paid on the same terms as the regular monthly billings.
- 3.5 **Costs Billed to City.** It is understood and agreed that if the hospitalization of a prisoner is to be for a duration of more than 24-hours or the cost of medical care for hospitalization will or may, in the opinion of County or County's Sheriff, exceed \$2,000.00, the County has the right, after notification of the Chief of Police or his designee, to arrange for the hospital or health care provider to bill the City directly for the costs of the hospitalization and/or medical care rather than the County paying the costs and billing the same to the City. If the hospital or health care provider refuses to bill the City directly, the City shall reimburse the County in accordance with Section 3.1 of this agreement.
- 3.6 **Medical Information.** The City shall provide the County with medical information for all prisoners sought to be transferred to the County's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to each prisoner.

SECTION 4.
TRANSPORTATION AND OFF-SITE SECURITY

- 4.1 **Transportation.** The City is solely responsible for transportation of the prisoner to and from the County's facility and to and from required court appearances, except as provided herein. The County agrees to provide non-ambulance transportation for prisoners to and from local off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flights, etc.) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to the City by the County.
- 4.2 **Stationary Guard.** The County will provide stationary guard services as requested or required by the circumstances or by law for a prisoner admitted or committed to an off-site medical facility. City shall compensate the County for the standard hourly rate of County personnel providing stationary guard, which shall be billed by the County along with the regular monthly billing for detention services.

SECTION 5.
AVAILABLE JAIL SPACE

- 5.1 In the event that the County jail facility is at maximum capacity as a result of City or other prisoners, County reserves the right to require the removal or transfer of City's prisoners within eight hours after notice to City, in order to provide facilities for County prisoners, and County agrees to notify City as soon as possible when a City prisoner must be removed from County facilities because of capacity limits. In no event shall County be required to accept City's prisoners under the terms and conditions of this Agreement if the transfer of prisoners will cause County jail facilities to be in violation of the standards of the Texas Commission on Jail Standards. Nothing contained herein shall be construed to compel County to accept any prisoner if it would place County in violation of any law, regulation or court order; or if in the County Sheriff's opinion, it would create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and prisoners at the facility or result in possible violation of the constitutional rights of the prisoners housed at the facility.

SECTION 6. PAYMENTS

6.1 **Per-day Rate.** The per-day rate for detention services under this Agreement is \$58.28 per prisoner per day. A day shall constitute any time during a twenty-four (24) hour period. A portion of any day shall count as a day under this Agreement, except that the City may not be billed for two days when a prisoner is admitted after 6:00 p.m. and removed the following morning before 12:00 noon. In that situation, the County will bill for the day of arrival, but not for the day of departure. A day shall constitute any time during a twenty-four hour (24) period.

6.2 **Billing Procedure.** County shall submit an itemized invoice for the services provided each month to the City. Invoices will be submitted to the following by mail, facsimile transmission, or personal hand-delivery.

Name of City

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

6.3 **City Duties.** City shall make payment to County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Johnson County, Texas, and shall be remitted to:

Hon. Roger Harmon (or his successor to office)
Johnson County Judge
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

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

SECTION 7. TERM

- 7.1 **Term.** The term of this Agreement shall be from October 1, 2021 through September 30, 2022.

SECTION 8. PRISONER SENTENCES

- 8.1 **Prisoner Sentences.** The County shall notify the City's Municipal Court of the confinement of persons incarcerated by the authority of the City. The County shall not be in charge of or responsible for the computation or processing of prisoners' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computation and record keeping shall continue to be the responsibility of City. It shall be the responsibility of City to notify County of any discharge date for a prisoner.
- 8.2 **Arraignments and Release Procedure.** The County will release prisoners of City only when such release is specifically requested in writing by the Chief of Police of the City, or his designee, or the City's Municipal Judge. City's Municipal Judge shall be available generally for magistrations of prisoners during regular business hours, Monday through Friday and Saturday mornings until 11:00 a.m. Preferred hours for magistrations are as follows: Monday 6:00 p.m. until 9:00 p.m., Tuesday 4:00 p.m. until 6:00 p.m., Wednesday 5:00 p.m. until 8:00 p.m., Thursday and Friday 6:00 p.m. until 9:00 p.m., Saturday 8:00 a.m. until 11:00 a.m. It is contemplated that except in emergency situations, that City's Municipal Judge will not be requested or required to conduct magistrations in excess of once every 24 hour period.
- 8.3 **City Responsibilities.** City accepts all responsibility for the calculations and determinations set forth above and for giving County notice of the same. City will adhere to the requirements of the Texas Code of Criminal Procedure regarding prisoners.

SECTION 9. CONFINEMENT PROCEDURES

- 9.1 **County Responsibilities.** The County shall notify the City's Municipal Court by facsimile once every 24 hours of all City prisoners in custody. This shall be done either

by sending copies of arrest reports or a list of prisoner names, date of birth, and charges. County shall be solely in charge of all control, techniques, sequences, procedures, means, and the coordination of all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of all properly delivered prisoners. The County shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligation of County stated in this agreement, and give all attention necessary for such proper supervision and direction. County will process all City prisoners through its identification procedures, and may, at its option, fingerprint and photograph all City prisoners booked into the County facility.

- 9.2 **City Responsibilities.** City agrees to bring with each prisoner delivered to the County facility all packets, jail cards, classification data and other information in the possession of City regarding each prisoner, and has the duty to advise County of any known dangerous propensities of each prisoner delivered to County.

SECTION 10. **LIAISON OFFICERS**

- 10.1 **County Officer.** The County shall designate a suitable officer or peace officer to act on behalf of the County Sheriff, to serve as "Liaison Officer" for County with and between County and City. The Sheriff of County, or his designated substitute, shall insure the performance of all duties and obligations of County herein stated; and shall devote sufficient time and attention to the execution of said duties on behalf of County in full compliance with the terms and conditions of this Agreement, and shall provide immediate and direct supervision of all the County Sheriffs Office's employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement to the mutual benefit of County and City.
- 10.2 **City Officer.** City designates the City's Police Chief, or his designated substitute, to act on behalf of the City's Police Department, and to serve as "Liaison Officer" for City with and between County and City and its Police Department to ensure the performance of all duties and obligations of City herein stated, and shall devote sufficient time and attention to the execution of said duties on behalf of City in full compliance with the terms and conditions of this agreement, and shall provide

immediate and direct supervision of the City Police Department employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of City and County.

SECTION 11. LIABILITY

- 11.1 County agrees and accepts full responsibility for the acts, negligence, and/or omissions of all County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for County.
- 11.2 County agrees and accepts the duty and responsibility for the overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with City.
- 11.3 County understands and agrees that County, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of City.
- 11.4 City agrees and accepts full responsibility for the acts, negligence, and/or omissions of all City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for City.
- 11.5 City agrees and accepts the duty and responsibility for overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with County.
- 11.6 City understands and agrees that City, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of County.

SECTION 12. NOTICE

- 12.1 **In General.** Notice to either party shall be in writing, and may be hand-delivered, or sent postage-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U. S. Mail

in case of mailing.

- 12.2 **To City.** The address for City for all purposes of this Agreement and for all notices hereunder shall be:

Name

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

With a copy to:

Name

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

- 12.3 **To County.** The address for County for all purposes under this Agreement and for all notices hereunder shall be:

Hon. Roger Harmon (or his successor in office)
Johnson County Judge
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

With copies to:

Hon. Bill Moore (or his successor in office)
Johnson County Attorney
Guinn Justice Center
204 South Buffalo Avenue, Suite 410
Cleburne, TX 76033

Adam King (or his successor in office)
Johnson County Sheriffs Office
1102 East Kilpatrick Street
Cleburne, TX 76031

SECTION 13. TERMINATION

- 13.1 This Agreement shall terminate at the end of the term listed in Section 7.1. In addition, this Agreement may be terminated by either party upon sixty (60) days written notice delivered to the other party at the offices specified herein. This Agreement will likewise terminate upon the happening of any event that renders performance hereunder by the County impracticable or impossible, such as severe damage to or destruction of the facility, or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the City's prisoners.
- 13.2 In the event of such termination by either party, County shall be compensated for all services performed to termination date, together with reimbursable expenses then due and authorized by this Agreement. In the event of such termination, should County be overcompensated for all services performed up to termination date, and/or be overcompensated for reimbursable expenses as authorized by this agreement, then City shall be reimbursed for all such over compensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

SECTION 14. MISCELLANEOUS PROVISIONS

- 14.1 **Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the City Council.
- 14.2 **Prior Agreements.** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 14.3 **Choice of Law and Venue.** The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.

- 14.4 **Approvals.** The City Council of the City and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- 14.5 **Funding Source.** In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of City. The signature of the City Manager or Mayor below certifies that there are sufficient funds from the current revenues available to the City to meet its obligations under this Agreement.
- 14.6 **Heading.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 14.7 **Binding Nature of Agreement.** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 14.8 **Severability.** In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- 14.9 **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

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

CITY

Signature

Date: _____

Printed Name
City Manager or Mayor

Attest:

Signature

Date: _____

Printed Name
City Secretary

JOHNSON COUNTY

Roger Harmon, County Judge

Date: _____

Adam King, Sheriff

Date: _____

Attest:

Becky Ivey, County Clerk

Date: _____

CERTIFICATE FOR RESOLUTION

We, the undersigned officers of the City of Venus, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on the 13th day of September, 2021, at the scheduled meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

James L. Burgess, Mayor
Phyllis Lewis, Mayor Pro-Tem
Linda Raye Harris, Council Member
Geronimo Hernandez, Council Member
Jeannie Prazak, Council Member
Jeanie Toland-Scott, Council Member

Tonya Roberts, City Administrator
Callie Green, City Secretary

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

A RESOLUTION OF THE CITY OF VENUS, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING PROPOSED ASSESSMENT ROLLS; NOTICING A PUBLIC HEARING FOR NOVEMBER 8, 2021 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

was duly introduced for consideration and passage. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: ____

NOES: ____

ABSTENTIONS: ____

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting members of said City Council as indicated therein; each of said officers and member was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED THE 13TH DAY OF SEPTEMBER, 2021.

ATTEST:

James L. Burgess, Mayor

Callie Green, City Secretary

(SEAL)

CERTIFICATE FOR A RESOLUTION OF THE CITY OF VENUS, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING PROPOSED ASSESSMENT ROLLS; NOTICING A PUBLIC HEARING FOR NOVEMBER 8, 2021 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.



RESOLUTION NO. 08-2021-09

A RESOLUTION OF THE CITY OF VENUS, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING PROPOSED ASSESSMENT ROLLS; NOTICING A PUBLIC HEARING FOR *NOVEMBER 8, 2021* TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “Act”) authorizes the governing body (the “City Council”) of the City of Venus, Texas (the “City”) to create a public improvement district within the City; and

WHEREAS, on November 9, 2020, the City Council conducted a public hearing to consider a petition received by the City on October 7, 2020 titled “Petition for the Creation of a Public Improvement District Within the City of Venus, Texas, for the Patriot Estates Development Project” requesting the creation of a public improvement district; and

WHEREAS, on November 9, 2020, the City Council passed and approved Resolution No. 34-2020-11 (the “Authorization Resolution”), authorizing, establishing and creating the Patriot Estates Public Improvement District (the “District”); and

WHEREAS, the estimated costs of the public improvements to be assessed against the property in the District are \$6,977,464 (the “Authorized Improvements”), in addition to costs of establishing, administering and operating the District to be assessed against the property in the District; and

WHEREAS, the City Council and the City staff have been presented a “City of Venus Patriot Estates Public Improvement District Preliminary Service and Assessment Plan”, including the proposed assessment rolls attached thereto (the “Proposed Assessment Rolls”), dated September 13, 2021 (collectively, the “Preliminary SAP”), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District for the initial phase of development and the Proposed Assessment Rolls state the assessments proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that the Proposed Assessment Rolls be filed with the City Secretary of the City (the “City Secretary”) and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the “Assessment Hearing”) be called to consider proposed assessments and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. THAT the recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. THAT the City Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Rolls, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. THAT the City Council hereby determines that the total costs of the Authorized Improvements to be financed by the District are as set forth in the Preliminary SAP, which costs do include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

SECTION 4. THAT the City Council's final determination and approval of the costs of the Authorized Improvements, or any portion thereof, shall be subject to and contingent upon City Council approval of a final Service and Assessment Plan which will include final Assessment Rolls, after the properly noticed and held Assessment Hearing.

SECTION 5. THAT the Proposed Assessment Rolls state the assessment proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. THAT the City Council expressly defers the levy of assessments against other property within the District that will benefit only the property within each subsequent parcel until such time as the costs of such phase-specific improvements can be determined with certainty as referenced in the Preliminary SAP.

SECTION 7. THAT the City Council hereby authorizes and directs the filing of the Proposed Assessment Rolls with the City Secretary and the same shall be available for public inspection.

SECTION 8. THAT the City Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on *November 8, 2021 at 7:00 p.m. at Venus Civic Center located at 210 S. Walnut St, Venus, Texas*, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property within the District (which ordinance shall specify the method of payment of the assessments).

SECTION 9. THAT the City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on *November 8, 2021*, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of

general circulation in the City, on or before October 29, 2021, which is before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

SECTION 10. THAT when the Proposed Assessment Rolls are filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on *November 8, 2021*, on or before October 29, 2021, as required by Section 372.016(c) of the Act.

SECTION 11. THAT City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the *November 8, 2021* regular meeting of the City Council.

SECTION 12. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE VENUS CITY COUNCIL ON THIS THE 13TH DAY OF SEPTEMBER, 2021.

JAMES L. BURGESS
Mayor

ATTEST:

CALLIE GREEN
City Secretary

EXHIBIT A

PRELIMINARY SERVICE AND ASSESSMENT PLAN

EXHIBIT B
CITY OF VENUS, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Venus, Texas on *November 8, 2021 at 7:00 p.m. at Venus Civic Center located at 210 S. Walnut St, Venus, Texas*. The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Patriot Estates Public Improvement District (the “District”) pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the “Act”).

The general nature of the proposed public improvements (collectively, the “Authorized Improvements”) may include, but are not limited to, the following: sanitary sewer collection system improvements, water distribution system improvements, detention and drainage improvements, lift station and force main improvements, roadway improvements, utility improvements, park and recreational improvements, and other similar improvement projects, and the payment of expenses incurred in the establishment, administration, and operation of the District, including costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the District, if necessary. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

The total costs of the Authorized Improvements, including the costs of creating the District, is approximately \$6,977,464. The total costs of Authorized Improvements to benefit future development within the District cannot be determined with certainty at this time.

The boundaries of the District include approximately 192.4 acres of land generally located northeast of downtown Venus, within the northernmost portion of the Patriot Estates development located off of US Highway 67/East Henderson Street at the intersection of Patriot Parkway, located within the municipal limits of the City, and as more particularly described by a metes and bounds description available at Venus City Hall located 700 W. HWY 67, Venus, Texas and available for public inspection.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the Assessment Roll, which Assessment Roll includes the assessments to be levied against each parcel in the District for the Authorized Improvements, is available for public inspection at the office of the City Secretary at 700 W. HWY 67, Venus, Texas.



Quote Number: Q-009483

Bill To

City of Venus

700 W. Hwy 67
 Venus, Texas 76084
 Tonya Roberts
 Phone: 972-366-3348
 troberts@cityofvenus.org

Date : 08/13/2021

Price Valid Until : 09/13/2021

Reference : Layout A2

Sales Person : Candace Buenger

Deposit : \$37,440

Ship To

,

SKU	Item & Description	Qty	Regular Price	Discount	Amount
Preliminary Pricing. Cost Subject to Change Upon Completion of Formal Site Visit					
1	Pyramid Shade Structure - CUSTOM SKU : SP-CUSTOM Size: 30'x30' @ 14' Eave Height Sqft: 900 4 Post Design, 1 Top Frame Inground Mount Frame Color: Yellow Shade Fabric Color: Navy Blue	1.00 Each	8,050.00	10.00%	7,245.00
2	Assembly and Installation of Shade Structure Assembly and installation of shade structure	1.00 Each	4,830.00	0.00	4,830.00
3	Super Span Shade Structure SKU: SSS-506016 Frame Color: Yellow Shade Fabric Color: Navy Blue Super Span Shade Structure 50' x 60' @ 14' ft Eave Height 6 Post, 1 Frame/net design 3,000 Sq. Ft Surfacing: Posts Outside of Mulch Box	1.00	31,115.00	10.00%	28,003.50
4	Assembly and Installation of Shade Structure Assembly and installation of shade structure	1.00 Each	18,669.00	0.00	18,669.00

SKU	Item & Description	Qty	Regular Price	Discount	Amount
5	Rebar Cages-Large SKU : RC-L Large Rebar Cage for Shade Structure Footer	10.00 Each	248.00	10.00%	2,232.00
6	Engineered Stamped Drawings SKU : INST-03	2.00 Each	800.00	0.00	1,600.00
7	Bobcat or Equivalent Rental SKU : INST-04 Adventure Playground Systems, Inc. is not liable for damage done by normal construction operations to any existing landscape or natural grass unless it is specified and quoted as a separate line item in this proposal.	1.00 Each	850.00	0.00	850.00
8	Crane or Equivalent Rental SKU : INST-05 *Does Not Include Any Special Permitting or Operator *Crane Access to be Defined prior to confirmation *Size of crane to be determined on site visit ~ This estimate includes cost for 40Ton crane *Cost Subject to Change	1.00 Each	1,750.00	0.00	1,750.00
9	Private Line Locator Service SKU : INST-01 *Pricing subject to change	1.00 Each	450.00	0.00	450.00
10	Travel and Handling Venus, Texas 76084	1.00 Each	4,870.00	0.00	4,870.00
11	Site/Civil Plans Omission Please note this estimate has been prepared without reviewing the customer's site/civil plans entailing utility easements, building lines, property lines, storm, drainage swales, etc. The location and size of the shade /metal structure may be subject to change. Additional costs may incur.	0.00	0.00	0.00	0.00
12	Engineering & Permitting Disclaimer Please note this estimate excludes engineered stamped drawings, permitting services, and fees associated with the city/county permitting department. Adventure Playground Systems offers the services of procuring permitting of said mentioned shade structure above for additional costs such as drawing per structure, \$750 permit service fee per structure. Costs incurred by the city/county will be paid directly by the customer. Customer to provide site/civil plans entailing storm, property lines, utility easements, and building lines. A copy of the warranty deed is also required.	0.00	0.00	0.00	0.00

SKU	Item & Description	Qty	Regular Price	Discount	Amount
	Adventure Playground Systems is not held accountable for the duration each city/county takes to award or reject permitting.				
13	Wind Load Disclaimer	0.00 Each	0.00	0.00	0.00
	Please note that APS Shade Structures above are designed for Wind Loads up to 95 mph with 3-second gusts up to 110 mph. Additional charges may incur if the design must be revised to withstand higher wind loads for your respective area.				
14	Elevation/Grade Drop	0.00 Each	0.00	0.00	0.00
	This estimate does not include additional costs for any elevation/grade drop. Please specify if you have an elevation drop within the area in which the above-mentioned shade structure will be installed.				
15	This estimate does not include cutting through bedrock	0.00 Each	0.00	0.00	0.00
	This estimate does not include cutting through bedrock *Additional costs may incur as a change order to invoice if bedrock at the site of footer installation				
Sub Total					70,499.50
Shipping charge					1,500.00
Total					\$71,999.50

Customer Notes:

Sale ID #14913

Customer Notes: Please email me a quote for the items listed above for our playground structures for the City of Venus Texas

Payment Notes:

A deposit of 52% percent is due to Adventure Playground Systems, Inc. upon the signing of this proposed contract as consideration of down payment on the Invoice total. The remaining balance is due upon completion unless other specified terms are agreed to within the legal terms of a Project Contract.

Allow 2 to 3 weeks for preparation of plans, drawings, and permit submittals, if required, after acceptance of the proposal. The shipping date for manufactured products will be approximately 8 to 10 weeks after approval of submitted documentation, provided that the following conditions have been completed and approved by the customer:

1. Project product submittals reviewed, approved, and returned.
2. Color selection sheet (signed and dated)
3. Physical project address obtained
4. All contact names and phone numbers for the project

5. Exemption certificate (if applicable)
6. Deposit received per agreed payment terms

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 6 to 8 weeks for installation of project completion from the date of deposit, plus additional time for permitting if required.

We strongly recommend that the required fall surfacing be installed under all play and fitness equipment. Choose a safety surface that meets the U.S. Consumer Product Safety Commission recommendations for surfacing under playgrounds.

TERMS & CONDITIONS:

1. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the contract.
2. Changes to the design, color selection, or overall equipment order are not permitted once the order has been placed, unless previously authorized in writing by Adventure Playground Systems, Inc. No returns of merchandise will be accepted unless previously authorized in writing by Adventure Playground Systems, Inc. All returns are subject to a restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Ownership Title for all equipment is reserved by Adventure Playground Systems, Inc. until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Adventure Playground Systems, Inc. if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Adventure Playground Systems, Inc. as the cost incurred to procure, provide and recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the courts.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with the venue in Harris County.
5. Adventure Playground Systems, Inc. warrants the merchandise on this proposal to the manufacturer's published standards as to material and workmanship. See catalog and/or attached drawings for specific layouts, warranty terms, and specifications.
6. Adventure Playground Systems, Inc. reserves the right to review the contract for final acceptance by management.
7. A service charge of 1.5% per month will be assessed on the outstanding past due balance over 45 days from the completion date.
8. Payments made to Adventure Playground Systems, Inc. by credit card will incur a processing fee of 2.5% percent of the transaction amount paid. Other forms of payment options are available without a processing fee by check, cash, cashier's check, money order, or bank wire transfer.
9. Installation services include all labor and equipment required to complete the job. Installation charges are quoted based on a worksite that is accessible by truck, with no fencing, tree, landscaping, or utility obstacles and level ground surface area (+/- 1-2% max slope). Any site work not expressly detailed in this proposal is excluded. Additional installation charges will incur for unlevel groundwork sites, removal of utilities, landscaping, existing equipment and/or abnormal substrates, (ie. rock, asphalt, landfill, etc.)
10. Price quoted includes Adventure Playground Systems, Inc. standard insurance coverages. Any charges by Adventure Playground Systems, Inc. insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract invoice charges. No performance bond or payment bond shall be provided by Adventure Playground Systems, Inc. unless specified and quoted as a separate line item in the proposal.
11. Adventure Playground Systems, Inc. is not liable for damages to underground utilities and/or irrigation systems during installation. It is the customer's responsibility to locate all underground utilities unless it is specified and quoted as a separate line item in the proposal.
12. Adventure Playground Systems, Inc. is not liable for damage done by normal construction operations to any existing landscape or natural grass unless it is specified and quoted as a separate line item in this proposal.
13. Building permits required by local or state authorities and municipalities are not included and are the responsibility of the owner of the property unless specified and quoted as a separate line item in the proposal. If Adventure Playground Systems, Inc. is to handle required permitting, please provide our office with necessary drawings and site documentation as requested per the project details (ie. legal site plans, survey plats, deed restrictions, etc).
14. This proposal may be withdrawn by Adventure Playground Systems, Inc. if not accepted within fourteen (14) days of issuance. Pricing is subject to change.

The pricing, specifications, terms, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If the contract is placed with an attorney for suit or collection through probate, bankruptcy, or other legal proceedings, the customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written and made part of this contract. I have read, understand and agree to all of the terms and conditions set forth in this proposal.

Authorized Signature: _____

Date Signed: _____

RESOLUTION NO. 11-2021-09

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, DECLARING THE NECESSITY TO ACQUIRE I. A 25-FOOT WIDE PERMANENT WATER AND SANITARY SEWER EASEMENT CONSISTING OF APPROXIMATELY 54.82 ACRES (2387959.2 SQUARE FEET) OF LAND OUT OF THE B.B.B.&C RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 93, JOHNSON COUNTY, TEXAS, RECORDED IN THE MAP RECORDS OF JOHNSON COUNTY, TEXAS AND II. A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF APPROXIMATELY 0.764 ACRES (33,295 SQUARE FEET) ADJACENT TO THE WESTERN BORDER OF THE ABOVE DESCRIBED 25-FOOT SANITARY SEWER EASEMENT OUT OF THE B.B.B.&C RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 93, JOHNSON COUNTY, TEXAS, RECORDED IN THE MAP RECORDS OF JOHNSON COUNTY, TEXAS, FOR THE WATER TOWER AND SEWER PROJECT, DETERMINING THE PUBLIC NECESSITY FOR SUCH ACQUISITIONS; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR THE WATER TOWER AND SEWER PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF VENUS, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Venus, Texas ("City Council"), has determined that a 25-foot wide sanitary sewer easement consisting of approximately 54.82 acres (2387959.2 square feet) of land out of the B.B.B.&C. Railroad Company Survey, Abstract Number 93, Johnson County, Texas (the "Utility Easement"), and a temporary construction easement consisting of approximately 0.82 acres (33,295 square feet) adjacent to the western border of the above described 10-foot sanitary sewer easement out of the B.B.B.&C. Railroad Company Survey, Abstract Number 93, Johnson County, Texas (the "Temporary Construction Easement"). are appropriate for use by the City of Venus for the City's Water Tower and Sewer Project ("Utility Project"), and that there exists a public necessity to acquire the Utility Easement and Temporary Construction Easement for the City of Venus's Utility Project; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of September 2021.

APPROVED:

By: _____
James L. Burgess, Mayor

ATTEST:

By: _____
Callie Green, City Secretary

RESOLUTION NO. 12-2021-09

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

WHEREAS, the City Council of the City of Venus, Texas ("City Council"), has determined that a 25-foot wide sanitary sewer easement consisting of approximately 8.65 acres (376794 square feet) of land out of the B.B.B.& C. Railroad Company Survey, Abstract Number 93, Johnson County, Texas (the "Utility Easement"), and a temporary construction easement consisting of approximately 0.082 acres (3,585 square feet) adjacent to the western border of the above described 10-foot sanitary sewer easement out of the B.B.B.&C. Railroad Company Survey, Abstract Number 93, Johnson County, Texas (the "Temporary Construction Easement"). are appropriate for use by the City of Venus for the City's Water Tower and Sewer Project ("Utility Project"), and that there exists a public necessity to acquire the Utility Easement and Temporary Construction Easement for the City of Venus's Utility Project; and

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

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

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

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

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

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

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

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

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

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

acquisition by the City of Venus of property necessary for the Utility Project: PROPERTY OWNER FINAL OFFER: Utility Easement for Longhorn Locker Company LLC \$____.00 and Temporary Construction Easement for Longhorn Locker Company LLC \$____.00. Additionally, the City Attorney is authorized to file or cause to be filed, against the owner(s) and interested parties of the needed property interests, proceedings in eminent domain to acquire the above-stated interests in Utility Easement and Temporary Construction Easement.

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

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

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

PASSED AND APPROVED this 13th day of September 2021.

APPROVED:

By: _____
James L. Burgess, Mayor

ATTEST:

By: _____
Callie Green, City Secretary

RESOLUTION NO. 13-2021-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, DECLARING THE NECESSITY TO ACQUIRE I. A 25-FOOT WIDE PERMANENT WATER AND SANITARY SEWER EASEMENT CONSISTING OF APPROXIMATELY 71.80 ACRES (3127608 SQUARE FEET) OF LAND OUT OF THE B.B.B.&C RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 93, JOHNSON COUNTY, TEXAS, RECORDED IN THE MAP RECORDS OF JOHNSON COUNTY, TEXAS AND II. A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF APPROXIMATELY 0.575 ACRES (25,054 SQUARE FEET) ADJACENT TO THE WESTERN BORDER OF THE ABOVE DESCRIBED 25-FOOT SANITARY SEWER EASEMENT OUT OF THE B.B.B.&C RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 93, JOHNSON COUNTY, TEXAS, RECORDED IN THE MAP RECORDS OF JOHNSON COUNTY, TEXAS, FOR THE WATER TOWER AND SEWER PROJECT, DETERMINING THE PUBLIC NECESSITY FOR SUCH ACQUISITIONS; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR THE WATER TOWER AND SEWER PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF VENUS, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Venus, Texas ("City Council"), has determined that a 25-foot wide sanitary sewer easement consisting of approximately 71.80 acres (3127608 square feet) of land out of the B.B.B.&C. Railroad Company Survey, Abstract Number 93, Johnson County, Texas (the "Utility Easement"), and a temporary construction easement consisting of approximately 0.575 acres (25,054 square feet) adjacent to the western border of the above described 10-foot sanitary sewer easement out of the B.B.B.&C. Railroad Company Survey, Abstract Number 93, Johnson County, Texas (the "Temporary Construction Easement"). are appropriate for use by the City of Venus for the City's Water Tower and Sewer Project ("Utility Project"), and that there exists a public necessity to acquire the Utility Easement and Temporary Construction Easement for the City of Venus's Utility Project; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of September 2021.

APPROVED:

By: _____
James L. Burgess, Mayor

ATTEST:

By: _____
Callie Green, City Secretary

RESOLUTION NO. 14-2021-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, DECLARING THE NECESSITY TO ACQUIRE: (I) A 25-FOOT WIDE PERMANENT WATER AND SANITARY SEWER EASEMENT CONSISTING OF APPROXIMATELY .5 ACRES (21780 SQUARE FEET) OF LAND OUT OF THE B.B.B.&C RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 93, JOHNSON COUNTY, TEXAS, RECORDED IN THE MAP RECORDS OF JOHNSON COUNTY, TEXAS, AND (II) A TEMPORARY CONSTRUCTION EASEMENT CONSISTING OF APPROXIMATELY 0.072 ACRES (3,131 SQUARE FEET) ADJACENT TO THE WESTERN BORDER OF THE ABOVE DESCRIBED 25-FOOT SANITARY SEWER EASEMENT OUT OF THE B.B.B.&C RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 93, JOHNSON COUNTY, TEXAS, FOR THE WATER TOWER AND SEWER PROJECT; DETERMINING THE PUBLIC NECESSITY FOR SUCH ACQUISITIONS; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR THE WATER TOWER AND SEWER PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF VENUS, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

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

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

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

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

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

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

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

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

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

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

acquisition by the City of Venus of property necessary for the Utility Project: PROPERTY OWNER FINAL OFFER: Utility Easement for Longhorn Locker Company, LLC \$____.00 Temporary Construction Easement for Longhorn Locker Company, LLC \$____.00. Additionally, the City Attorney is authorized to file or cause to be filed, against the owner(s) and interested parties of the needed property interests, proceedings in eminent domain to acquire the above-stated interests in Utility Easement and Temporary Construction Easement.

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

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

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

PASSED AND APPROVED this 16th day of September 2021.

APPROVED:

By: _____
James L. Burgess, Mayor

ATTEST:

By: _____
Callie Green, City Secretary