

JAMES BURGESS

Mayor

RITA BISHOP

Mayor Pro Tem/

Councilmember Place 1

KAYLA SANGUINETTI

Councilmember Place 2



JESSICA KUYKENDALL

Councilmember Place 3

GERONIMO HERNANDEZ

Councilmember Place 4

DREW WILSON

Councilmember Place 5

VENUS REGULAR COUNCIL MEETING

Venus Civic Center

210 S. Walnut Street

Venus, Texas 76084

Monday, September 12, 2022 @ 7:00 p.m.

Page

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

2. Announcements from Mayor:

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

3. Citizen Public Comment Period:

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

4. Consent Agenda:

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

4.1. Approval of meeting minutes for City Council regular called on August 8, 2022.

4.2. Approval of meeting minutes for City Council Special called on August 23, 2022.

- 4.3. Ratifying the payment of bills for the month of August 2022 & credit card statements for June 2022.

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[Aug 22 Checks Written.pdf](#) 

[June Credit Cards Paid in July-2022.pdf](#) 

I make a motion to approve/deny consent agenda as presented.

5. Presentation:

- 5.1. Presentation by Pavlik & Associates regarding the completed Citizen Survey.
- 5.2. Chisolm Trail 100 to present Lifesaving awards to G. Spurlock, C. Thompson and AMR crew members.

6. Staff Reports:

- 6.1. City Administration- Tonya Roberts: City wide monthly departmental report's for August 2022.

7. Public Hearing and Consideration Items:

- 7.1. Conduct Public Hearing to consider amending Chapter 34 – “Zoning”, Article II. – “Districts”, Section 34-62 – “Schedule of District Regulations Use Table” by deleting the phrase “minimum building size” in its entirety and replacing it with the phrase “minimum conditioned space”, and as defined by the most recently adopted version of the International Building Code, and also by changing the square footage (sq. ft.) in said row for the R-1, R-2, and MHS districts from 1250 sq. ft. to 1400 sq. ft.

Open Public Hearing:

Close Public Hearing:

- 7.2. Discuss and consider Ordinance No. 764-2022-09 amending Chapter 34 – “Zoning”, Article II. – “Districts”, Section 34-62 – “Schedule of District Regulations Use Table” by deleting the phrase “minimum building size” in its entirety and replacing it with the phrase “minimum conditioned space”, and as defined by the most recently adopted version of the International Building Code, and also by changing the square

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footage (sq. ft.) in said row for the R-1, R-2, and MHS districts from 1250 sq. ft. to 1400 sq. ft.

[764-2022-09-VENUS Amending Zoning Ordinance minimum conditioned space.pdf](#) 

I make a motion to approve/deny Ordinance No. 764-2022-09.

8. Discussion & action items:

- 8.1. Discuss and consider adoption of Ordinance No. 765-2022-09 Authorizing the Issuance and Sale of the City of Venus, Texas Combination tax and Revenue Certificate of Obligation, Series 2022; Levying an Annual Ad Valorem Tax and Providing for the Security for and Payment of said Certificate; and Enacting other Provisions relating to the Subject. 27 - 47

[765-2022-09.pdf](#) 

I make a motion to approve/deny Ordinance No. 765-2022-09.

- 8.2. Discuss and consider awarding bid's received for the City of Venus Parking Lot Project. 48 - 50

[VenusEngineerRecommendationToAwardParkingLot.pdf](#) 

[Bid Tab-Venus Paving.pdf](#) 

I make a motion to approve/deny awarding bid to _____ in an amount not to exceed \$_____ for the City of Venus parking lot project.

- 8.3. Discuss and consider Resolution No. 12-2022-09 amending City of Venus Agenda Policy and Procedure. 51 - 84

[09-2021-09- Agenda Policy.pdf-current policy](#) 

[Venus Amended Policy to include Robert's Rule of Order.pdf](#) 

I make a motion to approve/deny Resolution No. 12-2022-09.

- 8.4. Discuss and consider Ordinance No. 763-2022-09 authorizing and allowing, under the act governing the Texas Municipal Retirement System, restricted prior service credit to employees who are members of the system for service previously performed for various other public entities for which they have not received credit service. 85 - 87

[763-2022-09- Ordinance for buy back.pdf](#)  [Venus Trans-RSPC.pdf](#) 

I make a motion to approve/deny Ordinance No. 763-2022-09.

- 8.5. Discuss and consider a Preliminary Plat for a 397 single-family subdivision, Brahman Ranch PD Phase 1A, 1B, and Phase 2, being 142.69 acres situated in the James E. McQuatter Survey, Abstract No. 781, the Leeman Kelsey Survey, Abstract No. 594, the Stephen B. Price Survey, Abstract No. 860, the James Bateman Survey, A-103, and the Jesse Jackson Survey, A-560, City of Venus, Ellis County, Texas, generally located west of S FM 157 and south of FM 2258 in the City of Venus. 88 - 97

[1-A Brahman Ranch Phase 1A, 1B & Phase 2 Staff Report.pdf](#)  [1-B Brahman Ranch Phase 1A, 1B & Phase 2 Preliminary Plat.pdf](#)  [1-C Brahman Ranch Phase 1A, 1B & Phase 2 Lot Detail-Exhibit -60'.pdf](#)  [1-D Brahman Ranch Phase 1A, 1B & Phase 2 Lot Detail-Exhibit-70'.pdf](#)  [1-E Brahman Ranch Phase 1A, 1B & Phase 2 Aerial.pdf](#) 

I make a motion to approve/deny the Preliminary Plat for a 397-lot single-family subdivision, Brahman Ranch PD 1A, 1B, and Phase 2, as presented.

- 8.6. Discuss and consider Resolution No. 13-2022-09 granting Venus Police Department Bullet-Resistant Shield Program Grant. 98

[Resolution Bullet-Resistant Vest FY 2023.pdf](#) 

I make a motion to approve/deny Resolution No. 13-2022-09.

- 8.7. Discuss and consider entering into a contract with Johnson County ESD No. 1 for fire extinguishment and emergency services. 99 - 119

[City of Venus FY22-23 Contract Final.pdf](#) 

[Venus District.pdf](#) 

[JCESD Incentives List FY22-23 Final.pdf](#) 

I make a motion to approve/deny entering into a contact with Johnson County ESD No. 1 for fire extinguishment and emergency services.

- 8.8. Discuss and consider casting official vote for Place 6 on the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. 120 - 122

[Place 6.pdf](#) 

I make a motion to cast vote for _____ to Place 6 on the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool.

- 8.9. Discuss and consider casting official vote for Place 7 on the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. 123 - 124

[Place 7.pdf](#) 

I make a motion to cast vote for _____ to Place 7 on the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool.

- 8.10. Discuss and consider casting official vote for Place 8 on the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. 125 - 127

[Place 8.pdf](#) 

I make a motion to cast vote for _____ to Place 8 on the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool.

- 8.11. Discuss and consider casting official vote for Place 9 on the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. 128 - 130

[Place 9.pdf](#) 

I make a motion to cast vote for _____ to Place 9 on the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool.

9. Executive Session:

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

Executive Session: 551.072- Deliberations about real property.

1. TXDOT offer to purchase property generally located in the Vicinity of FM 157 & CR 109.

2. Negotiations with Venus ISD for land of a future Public Safety Building.

9.1. Recess into Executive Session.

9.2. Reconvene into Open Session.

10. 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(2) (Private consultation with attorney for the city), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), 418.183 (homeland security).

This is to certify that a copy of this Notice of Meeting was posted on the bulletin of City Hall, 700 W. Hwy 67 Venus, Texas and at a place readily accessible to the general public at all times and to the City's website www.cityofvenus.org, Wednesday, September 7, 2022 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	U. S. TREASURY	FEDERAL WITHHOLDING	5,366.79			
			FEDERAL WITHHOLDING	5,464.35			
			FICA WITHHOLDING	4,447.14			
			FICA WITHHOLDING	4,498.22			
			MEDICARE WITHHOLDING	1,040.06			
			MEDICARE WITHHOLDING	1,051.99			
		CHILD SUPPORT DISTRIBUTION FUND	CASE #0011334214-11305	136.15			
			CASE #0011334214-11305	136.15			
			001416398532571060821	295.38			
			001416398532571060821	295.38			
			001413824936069749121	423.75			
			001413824936069749121	468.25			
			0012848314CV32231	161.03			
			0012848314CV32231	177.95			
			001243867195045D	131.54			
			001243867195045D	131.54			
			CITIBANK	GROOM CC CHARGES	1,645.42		
				ESTES CC CHARGES	1,799.70		
				GREEN CC CHARGES	99.56		
				GLEASON CC CHARGES	239.99		
		ALLEN CC CHARGES		4,385.03			
		GORDON CC CHARGES		2,476.59			
		HOPKINS CC CHARGES		1,604.20			
		ROBERTS CC CHARGES		2,407.78			
		TOTAL:		38,883.94			
		CITY ADMIN OFFICE		GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	130.20
						FICA WITHHOLDING	130.20
						MEDICARE WITHHOLDING	30.45
						MEDICARE WITHHOLDING	30.45
			AT&T MOBILITY		CELL PHONES 07.20.22-08.19	93.11	
					MICHAEL B. HALLA	GENERAL COUNSEL	5,200.00
			GENERAL COUNSEL			5,200.00	
			GENERAL COUNSEL			5,200.00	
ENTERPRISE FLEET MANAGEMENT INC	AUGUST MONTHLY MAINT FEE		6.00				
**PAYROLL EXPENSES	8/01/2022 - 8/31/2022		4,230.76				
TOTAL:	20,251.17						
CITY SECRETARY	GENERAL FUND		U. S. TREASURY		FICA WITHHOLDING	166.26	
					FICA WITHHOLDING	166.26	
					MEDICARE WITHHOLDING	38.88	
					MEDICARE WITHHOLDING	38.88	
			MISC VENDOR		JESSICA KUYKENDALL	OFFI SEMI: BUCCEES FOOD RE	12.39
		JESSICA KUYKENDALL		OFFI SEMI: YARD FOOD REIMB	12.17		
		JESSICA KUYKENDALL		OFFI SEMI: HILTON FOOD REI	12.99		
		RITA BISHOP		OFFI SEMI: RIVERS FOOD REI	25.00		
		RITA BISHOP		OFFI SEMI: YARD FOOD REIMB	17.00		
		RITA BISHOP		OFFI SEMI: BUCEES FOOD REI	13.12		
		GERONIMO HERNANDEZ		FOOD REIMB - MI TIERRA CAF	32.08		
		GERONIMO HERNANDEZ		FOOD REIMB - RUDY'S	25.37		
		GERONIMO HERNANDEZ		FOOD REIMB - MI TIERRA CAF	22.41		
		GERONIMO HERNANDEZ		PARKING REIMB - CONV GARAG	10.00		
		GERONIMO HERNANDEZ		FOOD REIMB - LONE STAR CAF	46.79		
		AT&T MOBILITY	CELL PHONES 07.20.22-08.19	93.08			

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	8/01/2022 - 8/31/2022	<u>5,365.72</u>
			TOTAL:	6,098.40
PERMITS & INSPECTIONS	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	442.78
			FICA WITHHOLDING	426.77
			MEDICARE WITHHOLDING	103.55
			MEDICARE WITHHOLDING	99.81
		AT&T MOBILITY	CELL PHONES 07.20.22-08.19	120.19
		MICHAEL B. HALLA	DEVELOPMENT ALLOC	500.00
			DEVELOPMENT ALLOC	500.00
			DEVELOPMENT ALLOC	500.00
		ENTERPRISE FLEET MANAGEMENT INC	AUGUST 2022	697.57
			AUGUST MONTHLY MAINT FEE	29.67
		**PAYROLL EXPENSES	8/01/2022 - 8/31/2022	<u>14,962.16</u>
			TOTAL:	18,382.50
FINANCE	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	177.54
			FICA WITHHOLDING	178.33
			MEDICARE WITHHOLDING	41.52
			MEDICARE WITHHOLDING	41.70
		PITNEY BOWES PURCHASE POWER	FINANCE CHARGES	25.84
			LATE FEES FOR JULY 2022	39.99
		**PAYROLL EXPENSES	8/01/2022 - 8/31/2022	<u>5,891.13</u>
			TOTAL:	6,396.05
HUMAN RESOURCES	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	161.48
			FICA WITHHOLDING	166.12
			MEDICARE WITHHOLDING	37.77
			MEDICARE WITHHOLDING	38.85
		AT&T MOBILITY	CELL PHONES 07.20.22-08.19	40.72
		PUBLIC SECTOR PERSONNEL CONSULTANTS IN CAREFLITE	COMP SALARY STUDY	10,000.00
			NEW HIRE - SYDNEY LUCAS	12.00
			NEW HIRE - JENNIFER HOLT	12.00
		CARENOW CORPORATE	SCREENING - JAMES SHELTON	123.00
			SCREENING - BROOKE MALICOA	48.00
			SCREENING - LACI YOUNG	48.00
			SCREENING - SYDNEY LUCAS	48.00
			SCREENING - DEREK THOMPSON	48.00
			SCREENING - JENNIFER HOLT	48.00
			SCREENING - LEONARD ABSHIR	48.00
		**PAYROLL EXPENSES	8/01/2022 - 8/31/2022	<u>5,275.38</u>
			TOTAL:	16,155.32
ECONOMIC DEVELOPMENT	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	62.00
			FICA WITHHOLDING	62.00
			MEDICARE WITHHOLDING	14.50
			MEDICARE WITHHOLDING	14.50
		PLAYGROUND BOSS LLC	6.5 TONS OF RUBBER MULCH	6,307.00
			130 CUBIC YARDS OF WOOD FI	8,696.00
			48 BAGS OF PLASTIC LANDSCA	1,824.00
			HEX CLIMB AROUND	3,642.00
			SINGLE POST SWING FRAME	1,296.00
			KANGA SWING SEAT	1,512.00
			BELT SEAT	175.00
			BUCKET SEAT	295.00
			4 PORTABLE TABLES	5,384.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PROFESSIONAL INSTALLATION	6,108.00
			DISCOUNT	1,495.00-
			SHIPPING	1,820.00
		**PAYROLL EXPENSES	8/01/2022 - 8/31/2022	<u>2,000.00</u>
			TOTAL:	37,717.00
ADMINISTRATION	GENERAL FUND	SHREDAMERICA LLC	12 WEEK SERVICE	<u>103.55</u>
			TOTAL:	103.55
POLICE DEPARTMENT	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	1,916.06
			FICA WITHHOLDING	1,878.58
			MEDICARE WITHHOLDING	448.12
			MEDICARE WITHHOLDING	439.36
		TARRANT COUNTY COLLEGE NW CAMPUS	PATROL RIFLE - 7.18.22-7.2	140.00
		MISC VENDOR DANIELLA MARTINEZ	PARKING FOR TRAINING CAC C	16.24
		DANIELLA MARTINEZ	PARKING FOR TRAINING CAC C	16.24
		DANIELLA MARTINEZ	PARKING FOR TRAINING CAC C	16.24
		DANIELLA MARTINEZ	PARKING FOR TRAINING CAC C	16.24
		AT&T MOBILITY	PD CELL PHONES 07.20-08.19	612.78
		SHREDAMERICA LLC	12 WEEK SERVICE	93.15
		ENTERPRISE FLEET MANAGEMENT INC	AUGUST MONTHLY MAINT FEE	78.00
			AUGUST ENTERPRISE R&M	195.55
		FRONTIER COMMUNICATIONS	PD FAX LINE 08.01.22-08.31	77.21
		**PAYROLL EXPENSES	8/01/2022 - 8/31/2022	<u>62,746.53</u>
			TOTAL:	68,690.30
CODE ENFORCE/ANIMAL CO GENERAL FUND		U. S. TREASURY	FICA WITHHOLDING	99.47
			FICA WITHHOLDING	99.47
			MEDICARE WITHHOLDING	23.26
			MEDICARE WITHHOLDING	23.26
		AT&T MOBILITY	JOHNNY COKER 07.20-08.19.2	51.76
		ENTERPRISE FLEET MANAGEMENT INC	AUGUST MONTHLY MAINT FEE	6.00
		TEXAS ANIMAL CONTROL ASSOCIATION	TX ANIMAL CONTROL ASSOC ME	50.00
		**PAYROLL EXPENSES	8/01/2022 - 8/31/2022	<u>3,540.80</u>
			TOTAL:	3,894.02
COURT	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	129.29
			FICA WITHHOLDING	134.45
			MEDICARE WITHHOLDING	30.24
			MEDICARE WITHHOLDING	31.44
		AT&T MOBILITY	CELL PHONES 07.20.22-08.19	31.25
		TYLER TECHNOLOGIES	EPS THERM RECEIPT PRINT MA	359.62
			HARDWARE FEE - THERMAL PRI	359.62
		**PAYROLL EXPENSES	8/01/2022 - 8/31/2022	<u>4,225.43</u>
			TOTAL:	5,301.34
FIRE DEPARTMENT	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	562.44
			FICA WITHHOLDING	565.29
			MEDICARE WITHHOLDING	131.54
			MEDICARE WITHHOLDING	132.20
		AT&T MOBILITY	CELL PHONES 07.20.22-08.19	259.47
		METRO FIRE APPARATUS SPECIALISTS, INC.	AIR SAMPLE/COMPRESSOR CHEC	235.00
			DRIVE TO UNIT (SERVICE CAL	64.86
			PUMP CONTROLLER REPAIR	202.86
			LABOR (.49)	67.62
			SHOP SUPPLIES	26.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CASCO INDUSTRIES, INC.	COATS (4)	4,728.00
			PANTS (4)	4,100.00
			FREIGHT - COATS & PANTS	61.00
		ENTERPRISE FLEET MANAGEMENT INC	AUGUST 2022	975.73
			AUGUST MONTHLY MAINT FEE	49.77
		TKB SALES	BAG CLEAN B SORBENT (5)	107.50
		**PAYROLL EXPENSES	8/01/2022 - 8/31/2022	<u>18,136.16</u>
			TOTAL:	30,406.27
STREETS	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	256.05
			FICA WITHHOLDING	299.25
			MEDICARE WITHHOLDING	59.88
			MEDICARE WITHHOLDING	69.99
		AT&T MOBILITY	CELL PHONES 07.20.22-08.19	178.07
		CINTAS	FITZGERALD, JARAL, & HOMES	15.45
			HOMESLEY, FITZGERALD, JARAL	14.81
			HOMESLEY, FITZGERALD, & JA	14.81
		ENTERPRISE FLEET MANAGEMENT INC	AUGUST MONTHLY MAINT FEE	7.50
			AUGUST ENTERPRISE R&M	396.50
		TXU ENERGY	STLG 1 049774	1,626.03
			STLG 2 391223	76.36
			STLG-A 101-140 753619	51.70
			STLG-C LED 0-55 357942	1,020.44
			STLG-C LED 141-180 550367	146.57
		VENUS AUTO PARTS LLC	WIPER BLADES (2)	33.98
			BULBS	1.99
		**PAYROLL EXPENSES	8/01/2022 - 8/31/2022	<u>9,064.61</u>
			TOTAL:	13,333.99
PARKS & RECREATION	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	265.92
			FICA WITHHOLDING	316.64
			MEDICARE WITHHOLDING	62.19
			MEDICARE WITHHOLDING	74.06
		AT&T MOBILITY	CELL PHONES 07.20.22-08.19	143.16
		CINTAS	CANTU & MOORE	15.46
			CANTU, MOORE	14.81
			CANTU & MOORE	14.81
		ENTERPRISE FLEET MANAGEMENT INC	AUGUST MONTHLY MAINT FEE	7.50
		VENUS AUTO PARTS LLC	1 1/4 X 1 BUSHINGS (2)	3.38
			RED HOT GLUE	18.99
			PURPLE PRIMER	11.99
		VENUS MOBILE 1	WIPERS FOR PARKS TRUCK (2)	30.00
		**PAYROLL EXPENSES	8/01/2022 - 8/31/2022	<u>9,489.06</u>
			TOTAL:	10,467.97
CITY-WIDE (NON-DEPARTM	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	77.66
			FICA WITHHOLDING	74.87
			MEDICARE WITHHOLDING	18.16
			MEDICARE WITHHOLDING	17.51
		AT&T MOBILITY	CELL PHONES 07.20.22-08.19	62.50
		CINTAS	ANDERSON	14.27
			CITY HALL FLOOR MATS	33.11
			ANDERSON	121.48
			CITY HALL FLOOR MATS	33.11
			ANDERSON	11.48
			CITY HALL FLOOR MATS	33.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MIDLO H2O	#5 GALLON H2O (8)	60.00
		FTDJ, LLC	MONTHLY IT CONTRACT	2,990.00
			MSO 365 LICENSES E1	120.00
			MSO 365 LICENSES E3	680.00
			MICROSOFT 365-E3 LICENSES	120.00
			MANAGED CYBER SECURITY SV	210.00
		PITNEY BOWES PURCHASE POWER	07.29.22 METER REFILL	800.00
			METER OVERAGE FEE	3.00
		TYLER TECHNOLOGIES	TYLER OUTPUT PROC SERVER M	758.52
			CORE/PAYROLL/PO/FORMS OVER	6,591.93
			TYLER UNIVERSITY	1,655.00
		COAST TO COAST COMPUTER PRODUCTS INC	CYAN TONER CARTRIDGE	179.98
			BLACK TONER CARTRIDGE	269.97
		**PAYROLL EXPENSES	8/01/2022 - 8/31/2022	<u>2,445.00</u>
			TOTAL:	17,380.66
SPECIAL REV DEPT/VCSDC	VCSDC	AT&T MOBILITY	CELL PHONES 07.20.22-08.19	40.72
		MICHAEL B. HALLA	VCSDC ALLOCATION	300.00
			VCSDC ALLOCATION	300.00
			VCSDC ALLOCATION	300.00
		VENUS AUTO PARTS LLC	SINGLE CUT KEY	2.49
			SINGLE CUT KEY	<u>2.49</u>
			TOTAL:	945.70
NON-DEPARTMENTAL	GRANTS FUND	PRATER ELECTRIC LLC	5% RETAINAGE	<u>565.00-</u>
			TOTAL:	565.00-
SPECIAL REV FUND/GRANT	GRANTS FUND	PRATER ELECTRIC LLC	ELETRICAL IMPROVEMEN	9,450.00
			SCADA SYSTEM	1,850.00
		CLEARGOV INC	BUDGET BUILDER OPERATIONAL	2,116.67
			BUDGET BUILDER PERSONNEL	2,016.67
			BUDGET BUILDER CAPITAL	1,416.67
			BUDGET BOOK BUILDER	1,291.66
			BUDGET BUILDER TRANSPARENC	1,158.33
			BUNDLE DISCOUNT	<u>3,600.00-</u>
			TOTAL:	15,700.00
PUBLIC WORKS	STREET TAX MAINT F	ABILENE PLUMBING SUPPLY CO., INC	80LB BAG SACK CONCRETE (42	<u>300.30</u>
			TOTAL:	300.30
NON-DEPARTMENTAL	WATER & SEWER FUND U. S. TREASURY		FEDERAL WITHHOLDING	707.77
			FEDERAL WITHHOLDING	1,026.75
			FICA WITHHOLDING	918.53
			FICA WITHHOLDING	1,078.67
			MEDICARE WITHHOLDING	214.83
			MEDICARE WITHHOLDING	252.28
		MISC VENDOR	THE DAILY SUNRISE CA	01-0285-06
			DENNY, BAILEY & MASO	01-0600-10
			LOWE, PAULA	01-0930-01
			HEAD, DONNA	01-4300-00
			VAUGHN, DEBBIE	01-4455-02
			OPENDOOR LABS INC	02-0916-01
			TOTAL:	<u>82.96</u>
			TOTAL:	4,481.87
ADMINISTRATION	WATER & SEWER FUND U. S. TREASURY		FICA WITHHOLDING	465.96
			FICA WITHHOLDING	610.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHHOLDING	108.99
			MEDICARE WITHHOLDING	142.83
		INTERFACE SECURITY SYSTEMS LLC	MONTHLY SUBSCRIPTION	34.99
		AT&T MOBILITY	CELL PHONES 07.20.22-08.19	72.97
		ENTERPRISE FLEET MANAGEMENT INC	AUGUST MONTHLY MAINT FEE	6.00
		TYLER TECHNOLOGIES	UTIL HANDHELD METER-READ I	701.97
			BUILDING PROJECTS & METER	1,559.42
			HARDWARE FEE - PRINTER/DRA	1,257.12
		**PAYROLL EXPENSES	8/01/2022 - 8/31/2022	<u>17,756.62</u>
			TOTAL:	22,717.55
WATER DEPARTMENT	WATER & SEWER FUND U. S. TREASURY		FICA WITHHOLDING	231.69
			FICA WITHHOLDING	238.20
			MEDICARE WITHHOLDING	54.17
			MEDICARE WITHHOLDING	55.70
		AT&T MOBILITY	CELL PHONES 07.20.22-08.19	205.52
		CINTAS	SMITH/ISAAC/ABSHIRE/HOMESL	17.63
			ISAAC, ABSHIRE, & HOMESLEY	13.92
			ISAAC, ABSHIRE, & HOMESLEY	13.92
		ABILENE PLUMBING SUPPLY CO., INC	2 MIP X FIP CORP STOP	302.72
			BRONZE SADDLE FOR IPS PIPE	60.80
		ENTERPRISE FLEET MANAGEMENT INC	AUGUST MONTHLY MAINT FEE	10.50
		VENUS AUTO PARTS LLC	BLUE DEF - TRACTOR	16.99
			BLUE DEF (3) - TRACTOR	50.97
		USA BLUEBOOK	AQUTAP STANDARD TAPPING KI	2,248.22
		**PAYROLL EXPENSES	8/01/2022 - 8/31/2022	<u>7,851.58</u>
			TOTAL:	11,372.53
SEWER DEPARTMENT	WATER & SEWER FUND U. S. TREASURY		FICA WITHHOLDING	220.87
			FICA WITHHOLDING	229.78
			MEDICARE WITHHOLDING	51.67
			MEDICARE WITHHOLDING	53.73
		AT&T MOBILITY	CELL PHONES 07.20.22-08.19	173.53
		CINTAS	SMITH/ISAAC/ABSHIRE/HOMESL	13.81
			ISAAC, ABSHIRE, & HOMESLEY	13.92
			ISAAC, ABSHIRE, & HOMESLEY	13.92
		ENTERPRISE FLEET MANAGEMENT INC	AUGUST MONTHLY MAINT FEE	4.50
		TRINITY RIVER AUTHORITY	M&O MONTHLY PAYMENT	22,251.00
			I&S MONTHLY PAYMENT	75,522.00
			INCREASE IN ANNUAL BUDGET	61,000.00
		**PAYROLL EXPENSES	8/01/2022 - 8/31/2022	<u>7,531.72</u>
			TOTAL:	167,080.45
NON-DEPARTMENTAL	GF CPF - 2018 CO B AZUL VALLEY CONSTRUCTION		5% RETAINAGE TOTAL CONTRAC	<u>4,396.00-</u>
			TOTAL:	4,396.00-
NON-DEPARTMENTAL	GF CPF - 2018 CO B AZUL VALLEY CONSTRUCTION		BUILDING BRICK	32,687.00
			BUILDING BRICK - FINAL	<u>4,396.00</u>
			TOTAL:	37,083.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====			
10	GENERAL FUND		293,462.48
30	VCSDC		945.70
40	GRANTS FUND		15,135.00
50	STREET TAX MAINT FUND		300.30
60	WATER & SEWER FUND		205,652.40
70	GF CPF - 2018 CO BONDS		32,687.00

	GRAND TOTAL:		548,182.88

TOTAL PAGES: 7

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF VENUS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 8/01/2022 THRU 8/31/2022
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 8/01/2022 THRU 8/31/2022
CHECK DATE: 8/01/2022 THRU 8/31/2022

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 8/01/2022 THRU 8/31/2022

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: AUGUST 2022 CHECKS WRITTEN
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: NO
INCLUDE OPEN ITEM:NO

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

Cardholder Name: TROY HOPKINS

Payee: Citi Bank Master Card - JUNE 2022

**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	GL Code #	GL Act Description	Charge Amount	Sales		Total Charge
			Initiating Purchase				Taxes	Paid	
6/6/2022	JOHNSON CO SVC FEE	FEE FOR REG 2019 FORD FB	TH	10-5-0080-0445	VEHICLE R&M	1.00			1.00
6/6/2022	JOHNSON CO VEHICLE REG	REG FOR 2019 FOR FB - STREETS	TH	10-5-0080-0445	VEHICLE R&M	8.25			8.25
6/13/2022	AMAZON	PHONE CASES	TH	10-5-0080-0429	DEPT. SUPPLIES	14.99			14.99
		PHONE CASES	TH	60-5-0065-0429	DEPT. SUPPLIES	14.99			14.99
		PHONE CASES	TH	60-5-0085-0429	DEPT. SUPPLIES	15.00			15.00
6/14/2022	AMAZON	CORNHOLE BOARDS	TH	35-5-0000-0498	JULY EVENT	197.74			197.74
6/14/2022	AMAZON	MASTERS FOR PAVILION	TH	35-5-0000-0498	JULY EVENT	59.97			59.97
06/15/2022	AMAZON	FLAGS FOR CITY HALL	TH	10-5-0095-0429	DEPT. SUPPLIES	59.38			59.38
6/16/2022	AMAZON	TENTED SAFETY GLASSES	TH	10-5-0080-0429	DEPT. SUPPLIES	7.89			7.89
		TENTED SAFETY GLASSES	TH	10-5-0090-0429	DEPT. SUPPLIES	7.89			7.89
		TENTED SAFETY GLASSES	TH	60-5-0065-0429	DEPT. SUPPLIES	7.89			7.89
		TENTED SAFETY GLASSES	TH	60-5-0085-0429	DEPT. SUPPLIES	7.89			7.89
6/17/2022	AMAZON	ADAPTER/CARD READER FOR POS	TH	35-5-0000-0498	JULY EVENT	32.09			32.09
6/17/2022	AMAZON	RING DOORBELL FOR DEV. SERVICES	TH	60-5-0045-0486	MISC	84.99			84.99
6/20/2022	AMAZON	FLAG FOR CITY HALL	TH	10-5-0095-0429	DEPT. SUPPLIES	48.95			48.95
6/20/2022	AMAZON	RESTROOM SIGNS	TH	10-5-0090-0448	PARK MAINT	8.99			8.99
6/23/2022	STICKERBANNERS	CITY OF VENUS BANNER	TH	35-5-0000-0498	JULY EVENT	38.83			38.83
6/24/2022	AMAZON	COOLING TOWELS FOR EVENT	TH	35-5-0000-0498	JULY EVENT	49.99			49.99
6/27/2022	AMAZON	VACUUM FOR BLDG MAINT	TH	10-5-0095-0429	DEPT. SUPPLIES	95.39			95.39
6/27/2022	AMAZON	EXTERNAL HARD DRIVE	TH	60-5-0045-0486	MISC.	47.74			47.74
6/30/2022	AMAZON	STREET PHONE COVER	TH	10-5-0080-0429	DEPT. SUPPLIES	14.99			14.99
		DUST MOP/STORAGE SHELF	TH	10-5-0095-0429	DEPT. SUPPLIES	91.98			91.98
		MENS/WOMENS RESTROOM SIGNS	TH	10-5-0090-0448	PARK MAINT	13.99			13.99
		TOILET PAPER HOLDER	TH	60-5-0045-0486	MISC	9.99			9.99
6/30/2022	AMAZON	BULK FLASH DRIVES	TH	60-5-0045-0486	MISC	26.99			26.99
7/1/2022	DAZZARLE	STAFF SHIRTS FOR JULY EVENT	TH	35-5-0000-0498	JULY EVENT	465.00			465.00
Total Monthly Charges						1,432.79			1,432.79

Cardholder Signature [Signature] Date 7/13/22

Finance Director's Signature [Signature] Date 8/31/22

City Administrator Signature [Signature] Date 8/12/22

Total must agree with credit card statement

ENTERED
BM-08.02.22

Cardholder Name: Stacey Wyman

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.

Total must agree with credit card statement

Blank Monthly Credit Card Pay Form V2 .xlsx

Cardholder Name: CASEY HOMESLEY (JUNE 2022)

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	GL Code #	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
			Initiating Purchase					
6/16/2022	STICKERBANNERS	VISITOR AND VENDOR PARKING BANNERS	CH	35-5-0000	JULY EVENT	74.65		74.65
6/17/2022	AFFORD-A-BOUNCE	BOUNCE HOUSES FOR JULY EVENT	CH	35-5-0000	JULY EVENT	1,250.00		1,250.00
				0498				
Total Monthly Charges						1,324.65	-	1,324.65

**agree with
credit card
statement**

Cardholder Signature [Signature] Date 1-16-22

Finance Director's Signature [Signature] Date 8/3/22

City Administrator's Signature  Date 8/12/22

ENTERED
BM - 08.02.22

Cardholder Name: Callie Green

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	GL Code #	GL Acct Description	Charge Amount	Sales	Total Charge
			Initiating Purchase				Taxes Paid	
6/3/2022	Masseys BBQ	Council orientation luncheon	Green	10-5-0015-0417	City Council training	186.74		186.74
6/14/2022	Staples	Office Chair	Green	10-5-0010-0495	special projects	310.99		310.99
6/15/2022	Texas Municipal League	New Council Seminar - D. Wilson	Green	10-5-0015-0417	City Council training	195.00		195.00
6/15/2022	Texas Municipal League	New Council Seminar- x 3 council	Green	10-5-0015-0417	City Council training	585.00		585.00
6/21/2022	Johnson Co. Clerk Office	Ord. for Annual SAP- Pat. Estates	Green	10-5-0015-0417	Recording Filing Fees	186.90		186.90
06/21/2022	Ellis Co. Clerk Office	Ord. for Annual SAP- P.E. & Bluestem	Green	10-5-0015-0417	Recording Filing Fees	272.00		272.00
6/21/2022	Ellis Co. Clerk Office	Svc Fee for using CC	Green	10-5-0015-0468	Recording Filing Fees	6.39		6.39
6/23/2022	Fullidentity	employee ID badge	Green	10-5-0030-0468	Information Tech.	30.50		30.50
6/27/2022	Texas Municipal League	City Secretary seminar course	Green	10-5-0015-0416	Employee training	285.00		285.00
6/30/2022	Fullidentity	Employee ID badge	Green	10-5-0030-0468	Information Tech.	29.00		29.00
								-
								-
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								-
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								-
								-
								-
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								-
								-
								-
								-
								-
Total Monthly Charges						2,087.52	-	2,087.52

Total must agree with credit card statement

Cardholder Signature

Date _____

City Administrator's Signature _____

Date _____

$$\begin{array}{r} 1222 \\ 8 \overline{) 9776} \\ \underline{64} \\ 336 \\ \underline{256} \\ 800 \\ \underline{736} \\ 64 \end{array}$$

Charles H. Jones

1/11/2022

Myklebust

Date 8/12/22

Total must agree with credit card statement

Page 18 of 130



Cardholder Name: Michael Gleason CBO MCP

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]

Total must agree with credit card statement

Cardholder Signature

Date 7/11/22

Finance Director's Signature

Date 8/3/22

City Administrator Signature

Date 8/2/22



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

Cardholder Name: Cheryl Estes

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		GL Code #	GL Acct Description	Charge Amount	Sales		Total Charge
			Initiating	Purchase				Taxes	Paid	
6/10/2022	GoToCom*GoToConnect	City landline telephone system lease payment	TG		10-5-0095-0431	Telephone System	1,320.54			1,320.54
6/18/2022	Adobe Creative Cloud	Monthly subscriptions (8) Acrobat Pro: (1) Creative Cloud All Apps	CE		5-0095-0468	Information Technology	220.91	-		220.91
6/20/2022	U-Attend	Time clock monthly subscription	CE		5-0095-0468	Information Technology	145.00			145.00
6/23/2022	Amazon	RECEIVED date stamp for mail	CE		5-0025-0421	Office Supplies	17.50			17.50
										-
										-
										-
										-
Total Monthly Charges							1,703.95	-		1,703.95

Total must agree with credit card statement

Cardholder Signature [Signature] Date 7/18/22

Finance Director's Signature [Signature] Date 8/3/22

City Administrator Signature [Signature] Date 8/12/22

ENTERED
BM-08.02.22

City of Venus
Credit Card Charges -Pay Request

Cardholder Name: Richard Allen

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]

Total must agree with credit card statement

Cardholder Signature 

Date 7/7/22

Finance Director's Signature _____ Date 8/19/22

City Administrator Signature  Date 8/12/22

ENTERED
BM-08.02.22

City of Venus Credit Card Charges - Pay Request

Cardholder N 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.

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code #	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
6/8/2022	TX Government	Service Fee for Online Renewal	JC	5-0055-0445		2.00	-	2.00
6/8/2022	Johnson County Tax Office	Animal Control Truck Registration	JC	5-0055-0445		8.25	-	8.25
6/13/2022	Best Buy	Court Desktop & Monitor	MW	5-0060-0033	Small	999.98	-	999.98
6/17/2022	Amazon	Binder Clips - 4	JG	5-0050-0421	Office Supplies	58.62	-	58.62
6/18/2022	Amazon	Magnetic Swipe card readers vehicles	JG	5-0050-0424	Office Supplies	488.56	-	488.56
6/19/2022	Amazon	AC Pet Food and USB hub	JC	5-0055-0429		29.62	-	29.62
6/28/2022	Amazon	AC Pet food	JC	5-0055-0429		35.71	-	35.71
6/28/2022	Amazon	RAM upgrade-PD PCs	JG	5-0050-0446	IT	351.94	-	351.94
6/28/2022	Amazon	Folders	JG	5-0050-0421	Office Supplies	82.45	-	82.45
6/28/2022	Amazon	Driver License Swipe (correct model)	JG	5-0050-0424	Office Supplies	474.56	-	474.56
6/30/2022	Amazon	Refund for DL Swipes (wrong model)	JG	5-0050-0421	Office Supplies	488.56	-	488.56
6/27/2022	Amazon	Bum 8GB (7)	JG	5-0050-0444	Info Tech	237.93	-	237.93
6/27/2022	Amazon	Towels & Car Phone Holder	JG	5-0050-0424	Dept SWP	42.93	-	42.93
6/27/2022	Amazon	Classification File Folders (2)	JG	5-0050-0421	Office Supp	71.08	-	71.08
Total Monthly Charges						2,043.13	-	2,043.13

agree with

Cardholder Signature

Date 08/08/22

Finance Director Signature

Date 8/11/22

City Administrator's Signature

Date 8/12/22

ENTERED
BM-08.08.22

ORDINANCE NO. 764-2022-09

AN ORDINANCE OF THE CITY OF VENUS, TEXAS AMENDING THE ZONING ORDINANCE AND MAP, CHAPTER 34, “ZONING”, ARTICLE II., “DISTRICTS”, SECTION 34-62, “SCHEDULE OF DISTRICT REGULATIONS USE TABLE” BY DELETING THE PHRASE “MINIMUM BUILDING SIZE” IN ITS ENTIRETY AND REPLACING IT WITH THE PHRASE “MINIMUM CONDITIONED SPACE”, AND AS DEFINED BY THE MOST RECENTLY ADOPTED VERSION OF THE INTERNATIONAL BUILDING CODE, AND ALSO BY CHANGING THE SQUARE FOOTAGE (SQ. FT.) IN SAID ROW FOR THE R-1, R-2, AND MHS DISTRICTS FROM 1250 SQ. FT. TO 1400 SQ. FT. ; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council published notices of public hearings of the proposed zoning regulation change and conducted such full and fair hearings in compliance with the Zoning Ordinance and State law, at which time parties in interest and citizens were given an opportunity to speak and be heard; and

WHEREAS, the Planning and Zoning Commission provided its report and recommendation to the City Council approving the zoning regulation change to the City’s Zoning Ordinance; and

WHEREAS, after due deliberation and consideration of the information submitted during the public hearings and the recommendation of the Planning and Zoning Commission, the City Council has concluded that approval of this zoning regulation change from 1250 sq. ft. to 1400 sq. ft. for the referenced property would be in the best interest of the citizens of Venus.

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

SECTION 1. That the Zoning Ordinance and Map of the City of Venus, Texas, duly passed by the governing body of the City of Venus, Texas, as heretofore amended, be and the same is hereby amended by amending Chapter 34 – “Zoning”, Article II. – “Districts”, Section 34-62 – “Schedule of District Regulations Use Table” by deleting the phrase “minimum building size” in its entirety and replacing it with the phrase “minimum conditioned space”, and as defined by the most recently adopted version of the International Building Code, and also by changing the square footage (sq. ft.) in said row

for the R-1, R-2, and MHS districts from 1250 sq. ft. to 1400 sq. ft. Specifically pertaining to primary structures.

SECTION 2. That the Zoning Ordinance of the City of Venus, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 3. This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Venus, Texas and the Venus Zoning Ordinance, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such codes, in which event the conflicting provision of such ordinance and such codes are hereby repealed.

SECTION 4. It is hereby declared that it is the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 5. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

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

SECTION 7. This ordinance shall be in full force and effect from this and after its passage and publication as required by law, and it is so ordained.

DULY PASSED and approved by the City Council of the City of Venus, Texas on this the ____ day of _____ 2022.

APPROVED:

James L. Burgess, Mayor

ATTEST:

Callie Green, City Secretary

ORDINANCE NO. 765-2022-09

THE STATE OF TEXAS §
COUNTIES OF JOHNSON AND ELLIS §
CITY OF VENUS §

WHEREAS, it is considered to be to the best interest of the Issuer that an interest bearing Certificate be issued.

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

Section 1. DEFINITIONS. Unless the context shall indicate a contrary meaning or intent, the terms below defined, for all purposes of this Ordinance, or any Ordinance amendatory or supplemental hereto, shall be construed, are used, and are intended to have meanings as follows:

“Act” - Subchapter C of Chapter 271, Texas Local Government Code and Chapter 1502, Government Code, as amended.

“Bond Counsel” - McCall, Parkhurst & Horton L.L.P., or such other firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the Issuer.

“Business Day” - Any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in the State or in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close.

“Certificate” - The “City of Venus, Texas Combination Tax and Revenue Certificate of Obligation, Series 2022,” dated September 15, 2022, authorized by this Ordinance. “Certificate” shall mean and include collectively the Certificate initially issued and delivered pursuant to this Ordinance and all substitute Certificates exchanged therefor, as well as all other substitute Certificates and replacement Certificates issued pursuant hereto, and the term “Certificate” shall mean any of such Certificates.

“City Council” - The City Council of the Issuer.

“Code” - The Internal Revenue Code of 1986, and any amendments thereto.

“Date of Delivery” - The date the Certificate is initially delivered to the Purchaser in exchange for the purchase price therefor.

“Issuer” - City of Venus, Texas a duly incorporated municipality and political subdivision of the State.

“Ordinance” - This ordinance and all amendments hereof and supplements hereto.

“Paying Agent/Registrar” - The bank, trust company, financial institution or other entity so named in accordance with the provisions of Section 4 of this Ordinance.

“Project” - Collectively, those public improvements for the Issuer being financed with the proceeds of the Certificate, to wit: to pay all or a portion of the Issuer’s contractual obligations incurred for (i) acquiring, constructing, and equipping a municipal complex, including a police station, fire station and other public safety facilities, (ii) constructing, reconstructing and improving streets, roads, sidewalks and alleys, including bridges and intersections, street overlay, landscaping, lighting, signalization, traffic safety and operational improvements, culverts and related storm drainage and utility relocation; (iii) acquiring, designing, constructing, and equipping parks and recreation facilities, including without limitation land acquisition, feasibility studies, park improvements, recreation and sports facilities, landscaping, irrigation, drainage, lighting, benches, pavilions, trails, walking paths, public restrooms, recreation centers, baseball fields,

soccer fields, municipal golf course, parking facilities and related infrastructure; and (iv) paying legal, fiscal, architectural and engineering fees in connection with these projects.

“Purchaser” - The initial purchaser of the Certificate designated in Section 17.

“Registered Owner” - The registered owner of the Certificate from time to time as shown in the books kept by the Paying Agent/Registrar as the registrar and transfer agent for the Certificate.

“State” - The State of Texas.

Section 2. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATE. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificate is hereby authorized to be issued and delivered in the principal amount of \$ _____ FOR THE PURPOSE OF PAYING ALL OR A PORTION OF THE ISSUER’S CONTRACTUAL OBLIGATIONS INCURRED WITH RESPECT TO THE ACQUISITION AND CONSTRUCTION OF THE PROJECT.

Section 3. DESIGNATION, DATE, NUMBERS, AND MATURITY OF CERTIFICATES. Each Certificate issued pursuant to this Ordinance shall be designated: “CITY OF VENUS, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2022,” and there shall be issued, sold and delivered hereunder one fully registered Certificate, without interest coupons, dated September 15, 2022 and finally maturing February 15, 2037, with principal payable in installments on the dates and in the manner specified in the FORM OF CERTIFICATE. The Certificate shall be issued in the principal amount stated above and shall be numbered R-1, with any Certificate issued in replacement thereof being in the denomination and principal amount hereinafter stated and numbered consecutively from R-2 upward, payable to the Registered Owner or to the registered assignee of said Certificate (in each case, the “Registered Owner”). The Certificate shall bear interest from the Date of Delivery specified in the FORM OF CERTIFICATE, at the rate specified in the FORM OF CERTIFICATE. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE.

Section 4. CHARACTERISTICS OF THE CERTIFICATE.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the office of [NAME OF PAYING AGENT/REGISTRAR], [CITY], [STATE] (the “Paying Agent/Registrar”), books or records for the registration of the transfer of the Certificate (the “Registration Books”), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations and transfers as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of the Certificate to which payments with respect to the Certificate shall be mailed, as herein provided; but it shall be the duty of the Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but

otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration and transfer of a substitute Certificate. Registration of assignments and transfers of the Certificate shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4(c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel a Certificate surrendered for transfer or the Certificate when paid in full. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing transfer of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificate in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of transfer of the Certificate as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, said Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate which initially was issued and delivered pursuant to this Ordinance, approved by the Office of the Attorney General of Texas (the "Attorney General"), and registered by the Office of the Comptroller of Public Accounts of the State of Texas (the "Comptroller").

(b) Payment of Certificate and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificate, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificate and shall properly and accurately record all payments on the Certificate on the Registration Books, and shall keep proper records of all transfers of the Certificate, and all replacements of the Certificate, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificate (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificate to be payable only to the Registered Owner thereof, (ii) may and shall be redeemed prior to its scheduled maturity (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 30 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Certificate shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificate, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF

CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in exchange for any Certificate the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the Registered Owner of the Certificate that at all times while the Certificate is outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificate under this Ordinance, and that the Paying Agent/Registrar will be a single entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 40 days written notice to the Paying Agent/Registrar, to be effective not later than 30 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificate, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Certificate, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Closing. On the Date of Delivery, the initial Certificate No. R-1 representing the entire original principal amount of the Certificate, payable to the Purchaser or its designee, executed by manual or facsimile signature of the Mayor (or in the absence of the Mayor, the Mayor Pro-tem) and City Secretary of the Issuer, approved by the Attorney General, and registered and manually signed by the Comptroller, and with the Date of Delivery inserted thereon by the Paying Agent/Registrar, shall be delivered to the Purchaser or its designee upon payment of the purchase price therefor.

Section 5. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Comptroller's Registration Certificate to be attached to the Certificate initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

(a) FORM OF CERTIFICATE

NO. R-1	UNITED STATES OF AMERICA	PRINCIPAL
	STATE OF TEXAS	AMOUNT
	CITY OF VENUS, TEXAS	\$ _____
	COMBINATION TAX AND REVENUE	
	CERTIFICATE OF OBLIGATION	

SERIES 2022

DATE OF DELIVERY: OCTOBER 11, 2022

REGISTERED OWNER: [NAME OF PURCHASER]

PRINCIPAL AMOUNT: [PRINCIPAL AMOUNT]

The City of Venus, in Johnson and Ellis Counties, Texas (the “Issuer”), being a political subdivision of the State of Texas, for value received, promises to pay, from the sources described herein, to the Registered Owner specified above, or registered assigns (in each case, the “Registered Owner”), the principal amount specified above, and to pay interest thereon, from the Date of Delivery set forth above, on the balance of said principal amount from time to time remaining unpaid. This Certificate shall finally mature on February 15, 2037, but shall be payable in installments on the dates and in the principal installment amounts, and shall bear interest at a rate of ____%, calculated on the basis of a 360-day year of twelve 30-day months, as set forth in the following schedule:

<u>Payment Date</u>	<u>Principal Installment (\$)</u>	<u>Payment Date</u>	<u>Principal Installment (\$)</u>
February 15, 2023		February 15, 2031	
February 15, 2024		February 15, 2032	
February 15, 2025		February 15, 2033	
February 15, 2026		February 15, 2034	
February 15, 2027		February 15, 2035	
February 15, 2028		February 15, 2036	
February 15, 2029		February 15, 2037	
February 15, 2030			

The principal of and interest on this Certificate is payable in lawful money of the United States of America, without exchange or collection charges. The Issuer shall pay interest on this Certificate on February 15, 2023 and on each August 15 and February 15 thereafter to the date of the final maturity hereof or to the date of redemption prior to maturity. The last principal installment of this Certificate shall be paid to the Registered Owner hereof upon final maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust office of [NAME OF PAYING AGENT/REGISTRAR], [CITY], [STATE], which is the “Paying Agent/Registrar” for this Certificate. The payment of all other principal installments of and interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the “Certificate Ordinance”) to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the last day of the month next preceding each such date (the “Record Date”) on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner.

Any accrued interest due in connection with the payment of the final installment of principal of this Certificate shall be paid to the Registered Owner upon at the designated corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificate, when due.

If the date for the payment of this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the designated corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is dated as of September 15, 2022 and is authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for the purpose of paying all or a portion of the Issuer's contractual obligations incurred with respect to the acquisition and construction of the Project (as defined in the Ordinance).

On February 15, 2029 or on any date thereafter, the unpaid principal of this Certificate is subject to redemption, in whole or in part, and may be redeemed prior to the scheduled maturity date by the Issuer, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date of redemption, without premium. The Issuer shall give written notice of its direction to redeem the principal amount of this Certificate to the Paying Agent/Registrar and the Registered Owner of this Certificate by United States mail, first-class postage prepaid, no later than 20 days prior to the Redemption Date.

This Certificate is issuable solely as a single fully registered Certificate, without interest coupons in the denomination of \$_____ or the remaining principal amount of the outstanding Certificate of this series if an exchange of a Certificate is made after a reduction in the principal amount of the series, either by a payment of a scheduled installment of principal or as a result of redemption of part of the Certificate prior to maturity (the "Authorized Denomination"). As provided in the Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned and transferred for a like aggregate principal amount Certificate, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, in the Authorized Denomination, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with the proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate to the assignee this Certificate is to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate from time to time by the Registered Owner. In the case of the assignment and transfer of this Certificate, the reasonable standard or customary fees and charges of the Paying Agent/Registrar will be paid by the Issuer. In any circumstance,

any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment and transfer, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following Payment Date, or within 15 days of any redemption date.

In the event any Paying Agent/Registrar for this Certificate is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of this Certificate.

It is hereby certified, recited, and covenanted that this Certificate has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Certificate has been performed, existed, and been done in accordance with law; that this Certificate is a general obligation of the Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the revenues of the Issuer's Waterworks and Sewer System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue bonds or other obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Ordinance.

The Issuer has reserved the right, subject to the restrictions referred to in the Ordinance, to amend the provisions of the Ordinance under the conditions provided in the Ordinance.

By becoming the registered owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the Issuer, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor (or in the Mayor's absence, the Mayor Pro-Tem) of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(b) FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION
CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an executed
Comptroller's Registration Certificate)

It is hereby certified that this Certificate has been issued under the provisions of the Ordinance described in the text of this Certificate; and that this Certificate has been issued in replacement of, or in exchange for, a Certificate which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

[NAME OF PAYING AGENT/REGISTRAR],
[CITY], [STATE]
Paying Agent/Registrar

By:

Authorized Representative

(c) FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

_____, the
within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the
within Certificate on the books kept for registration thereof, with full power of substitution in the
premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

COMPTROLLER'S REGISTRATION CERTIFICATE

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
OF THE STATE OF TEXAS

§
§
§

REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

Section 6. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Certificate, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificate. All ad valorem taxes levied and collected for and on account of the Certificate shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while the Certificate or interest thereon remains outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Certificate (but never less than 2% of the original amount of the Certificate as a sinking fund each year) as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Certificate as such principal becomes due for payment on each installment payment date; and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while the Certificate or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificate as such

interest comes due and such principal matures are hereby pledged for such payment, within the limit prescribed by law.

Section 7. SURPLUS REVENUES. The Certificate is additionally secured by and payable from a pledge of the revenues of the Issuer's combined Waterworks and Sewer System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue bonds or other obligations (now or hereafter outstanding) that are payable from all or part of the net revenues of the Issuer's Waterworks and Sewer System, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificate. Notwithstanding the requirements of Section 6 of this Ordinance, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit or budgeted and appropriated to be deposited in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit or budgeted and appropriated to be deposited in the Interest and Sinking Fund. If Surplus Revenues are budgeted and appropriated for deposit into the Interest and Sinking Fund, the Issuer:

- (i) shall transfer and deposit in the Interest and Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Certificate to be paid from Surplus Revenues until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Certificate;

- (ii) shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Surplus Revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Interest and Sinking Fund for the repayment of the Certificate; and

- (iii) shall at all times maintain and collect sufficient System rates and charges in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System, produce revenues in an amount not less than the debt service requirements of all outstanding revenue bonds of the Issuer and other obligations of the Issuer which are secured in whole or in part by a pledge of revenues of the System and for which the Issuer is budgeting the repayment of such obligations from the revenues of the System, or the Issuer shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the Interest and Sinking Fund, in conjunction with any other legally available funds except System rates and charges, sufficient for the repayment of System debt service requirements.

The Issuer reserves the right, without condition or limitation, to issue other obligations secured in whole or in part by a parity lien on and pledge of the Surplus Revenues, for any purpose permitted by law.

Section 8. REMEDIES OF REGISTERED OWNER. In addition to all rights and remedies of any Registered Owner of the Certificate provided by the laws of the State, the Issuer and the City Council covenant and agree that in the event the Issuer defaults in the payments of

the principal of or interest on the Certificate when due, or fails to make the payments required by this Ordinance, the Registered Owner of the Certificate shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Council and other officers of the Issuer to observe and perform any covenant, obligation or condition prescribed in this Ordinance. No delay or omission by any Registered Owner to exercise any right or power accruing to him upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in this Ordinance shall be available to the Registered Owner of the Certificate and shall be cumulative of all other existing remedies.

Section 9. USE OF CERTIFICATE PROCEEDS. The proceeds of the issuance of the Certificate shall be deposited in the Construction Fund created by Section 19 of this Ordinance and used for the purposes for which the Certificate is hereby authorized to be issued.

Section 10. INVESTMENTS. The City Council may place proceeds of the Certificate (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificate will be used as soon as practicable for the purposes for which the Certificate is issued.

Section 11. SECURITY FOR FUNDS. All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 12. ISSUER OFFICER'S DUTIES.

(a) The Mayor, Mayor Pro-tem, City Secretary and City Administrator of the Issuer are hereby instructed and directed to do any and all things necessary in reference to the issuance of the Certificate and to make money available for the payment of the Certificate in the manner provided by law and this Ordinance.

(b) The Mayor (or in the absence of the Mayor, the Mayor Pro-tem) and the City Secretary are authorized to execute the Certificate to which this Ordinance is attached on behalf of the Issuer and to do any and all things proper and necessary to carry out the intent hereof.

Section 13. DEFEASANCE OF CERTIFICATE.

(a) The Certificate and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements

have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificate shall have become due and payable. At such time as the Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem tax herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem the Defeased Certificate that is made in conjunction with the payment arrangements specified in subsection 13(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificate for redemption; (2) gives notice of the reservation of that right to the Registered Owner of the Defeased Certificate immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificate and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificate may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 13(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificate, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term “Defeasance Securities” means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Certificate.

(d) Until the Defeased Certificate shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificate the same as if it had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 14. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATE.

(a) Replacement Certificate. In the event the Certificate is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Certificate of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificate. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificate shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate,

the Registered Owner applying for a replacement Certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event the Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificate. Prior to the issuance of a replacement Certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section by virtue of the fact that the Certificate is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Certificate. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Certificate is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Certificates issued in exchange for another Certificate.

Section 15. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATE; BOND COUNSEL'S OPINION; ENGAGEMENT OF BOND COUNSEL; ATTORNEY GENERAL ISSUANCE FEE.

(a) The Mayor (or in the absence of the Mayor, the Mayor Pro-tem) of the Issuer is hereby authorized to have control of the Certificate issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending its delivery and its investigation, examination, and approval by the Attorney General, and registration by the Comptroller. Upon registration of the Certificate said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's bond counsel may, at the option of the Issuer, be printed on the Certificate issued and delivered under this Ordinance, but shall not have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificate.

(b) The obligation of the Purchaser to accept delivery of the Certificate is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel to the Issuer, which opinion shall be dated as of and delivered on the date of the initial delivery of the Certificate to the Purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificate is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor (or in the absence of the Mayor, the Mayor Pro-tem) and the Mayor (or in the absence of the Mayor, the Mayor Pro-tem) is hereby authorized to execute such engagement letter.

(c) In accordance with the provisions of Section 1202.004, Texas Government Code, in connection with the submission of the Certificate to the Attorney General for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Certificates, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Certificate. The Issuer hereby authorizes Bond Counsel to pay such fee to the Attorney General on the Issuer's behalf, such amount to be reimbursed to Bond Counsel on the Date of Delivery.

Section 16. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATE.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificate as an obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificate or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificate, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificate or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificate (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificate being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificate being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificate, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificate, other than investment property acquired with --

(A) proceeds of the Certificate invested for a reasonable temporary period of 3 years or less or, in the case of refunding bonds, for a period of 90 days or less until such proceeds are needed for the purpose for which the Certificate or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury (“Treasury Regulations”), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificate;

(7) to otherwise restrict the use of the proceeds of the Certificate or amounts treated as proceeds of the Certificate, as may be necessary, so that the Certificate does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificate or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificate in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificate) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificate has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without

limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificate. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificate, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificate under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificate, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificate under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the Mayor Pro-tem, City Administrator and/or City Secretary to execute any documents, certificate or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificate.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for Project on its books and records in accordance with the requirements of the Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificate, or (2) the date the Certificate is retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificate. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificate. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificate. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to

comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 17. **SALE OF CERTIFICATE.** The Certificates are hereby sold and shall be delivered to [NAME OF PURCHASER] (the “Purchaser”), for cash for the par value thereof, pursuant to the Purchase Agreement dated the date of the adoption of this Ordinance. The Certificate shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 18. **INVESTMENT EARNINGS ON CERTIFICATE PROCEEDS.** Investment earnings derived from the investment of proceeds from the sale of the Certificate shall be used along with other Certificate proceeds for the purpose for which the Certificate is issued set forth in Section 2 hereof; provided that after completion of such purpose, if any of such investment earnings remain on hand, such investment earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any investment earnings on Certificate proceeds which are required to be rebated to the United States of America pursuant to Section 16 hereof in order to prevent the Certificate from being arbitrage bonds shall be so rebated and not considered as investment earnings for the purposes of this Section.

Section 19. **CONSTRUCTION FUND.** The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the “Series 2022 Certificate of Obligation Construction Fund” for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 6 of this Ordinance.

Section 20. **NO RULE 15c2-12 UNDERTAKING.** The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) due the offering of the Certificate not being within the purview of the Rule. The Issuer is not, therefore, obligated pursuant to the Rule to provide any on-going disclosure relating to the Issuer or the Certificate; provided, however, that in consideration of the purchase of the Certificate by the Purchaser, for so long as the Purchaser is the holder of the Certificate, the Issuer shall provide to the Purchaser the Issuer’s most current audited financial statement upon written request from the Purchaser, when and if available.

Section 21. **METHOD OF AMENDMENT.** The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owner, (ii) grant additional rights or security for the benefit of the Registered Owner, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owner, (v)

qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owner.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or the Certificate so as to:

- (1) Make any change in the maturity of the Certificate;
- (2) Reduce the rate of interest borne by the Certificate;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Certificate;
- (4) Modify the terms of payment of principal or of interest on the Certificate or impose any condition with respect to such payment; or
- (5) Change the requirement of with respect to Registered Owner consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to the Registered Owner of the Certificate a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and the Registered Owner of the Certificate shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the such consent and shall be conclusive and binding upon all future Registered Owner of the Certificate during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer.

For the purposes of establishing ownership of the Certificate, the Issuer shall rely solely upon the registration of the ownership of such Certificate on the Registration Books kept by the Paying Agent/Registrar.

Section 22. FURTHER PROCEDURES. The Mayor, Mayor Pro-tem, City Administrator and City Secretary of the Issuer and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar, and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificate and the sale of the Certificate. In case any officer whose signature shall appear on the Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 23. GOVERNING LAW. This Ordinance shall be construed and enforced in accordance with the laws of the State and the United States of America.

Section 24. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 25. CONTINUED PERFECTION OF SECURITY INTEREST. Chapter 1208, Texas Government Code, applies to the issuance of the Certificate and the pledge of the ad valorem taxes and surplus revenues granted by the Issuer under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If State law is amended at any time while the Certificate is outstanding and unpaid such that the pledge of the taxes or surplus revenues granted by the Issuer under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Certificate the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 26. APPROPRIATION. To pay the debt service coming due on the Certificate prior to receipt of the taxes, if any, levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

DULY PASSED AND APPROVED by the City Council of the City of Venus, Texas, on the 12th day of September, 2022.

James L. Burgess, Mayor
City of Venus, Texas

ATTEST:

Callie Green, City Secretary
City of Venus, Texas

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF VENUS, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2022; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT.



INTEGRITY
EXCELLENCE
TRUST

9/2/22

Tonya Roberts
City Administrator
700 W. US Highway 67
Venus TX 76084

Via: Electronic Delivery

Re: City of Venus Parking Lot Project
Recommendation to Award

Dear Tonya Roberts:

I am in receipt of the bids for the City of Venus Parking Lot Project bid on 8/31/22. Two bids were received. It's the engineers recommendation that the city award the contract to the low bidder C&B Excavation and Construction for the base bid of \$253,822.50.

Should you have any questions please feel to contact me.

Sincerely,

Mark Kestner
Project Manager
Jacob Martin



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 79606
325.695.1070

1508 Santa Fe, Suite 203
Weatherford, TX 76086
817.594.9880

4920 S. Loop 289, Suite 104
Lubbock, TX 79414
806.368.6375

BID TABULATION

BASE BID SCHEDULE

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

C & B Excavation & Paving 805 Imperial Lane Corsicana, TX 75110	HCS, Inc. 365 Wayside Drive Waco, TX 76705
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Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization, Bonds, and Insurance	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00
2	Boulder (min 3'x2'x2')	11,600	LB	\$ 0.60	\$ 6,960.00	\$ 0.50	\$ 5,800.00
3	Phase 1 Parking Asphalt Base Course	84	TON	\$ 140.00	\$ 11,760.00	\$ 235.00	\$ 19,740.00
4	Phase 1 Parking Asphalt Wear Course	58	TON	\$ 145.00	\$ 8,410.00	\$ 235.00	\$ 13,630.00
5	Phase 1 Driveway Asphalt Base Course	112	TON	\$ 140.00	\$ 15,680.00	\$ 235.00	\$ 26,320.00
6	Phase 1 Driveway Asphalt Wear Course	56	TON	\$ 145.00	\$ 8,120.00	\$ 235.00	\$ 13,160.00
7	Phase II Parking Asphalt Base Course	202	TON	\$ 140.00	\$ 28,280.00	\$ 235.00	\$ 47,470.00
8	Phase II Parking Asphalt Wear Course	134	TON	\$ 145.00	\$ 19,430.00	\$ 235.00	\$ 31,490.00
9	Phase II Driving Asphalt Base Course	82	TON	\$ 140.00	\$ 11,480.00	\$ 235.00	\$ 19,270.00
10	Phase II Driving Asphalt Wear Course	41	TON	\$ 145.00	\$ 5,945.00	\$ 235.00	\$ 9,635.00
11	Sub-Base Parking Phase 1	140	CY	\$ 62.00	\$ 8,680.00	\$ 25.00	\$ 3,500.00
12	Sub-Base Parking Phase 2	150	CY	\$ 62.00	\$ 9,300.00	\$ 25.00	\$ 3,750.00
13	Sub-Base Driving Phase 1	340	CY	\$ 62.00	\$ 21,080.00	\$ 25.00	\$ 8,500.00
14	Sub-Base Driving Phase 2	190	CY	\$ 62.00	\$ 11,780.00	\$ 25.00	\$ 4,750.00
15	Subgrade Preparation Phase 1	1,005	SY	\$ 12.00	\$ 12,060.00	\$ 3.50	\$ 3,517.50
16	Subgrade Preparation Phase 2	1,541	SY	\$ 12.00	\$ 18,492.00	\$ 3.50	\$ 5,393.50
17	Geotextile Fabric Phase 1	1,005	SY	\$ 2.95	\$ 2,964.75	\$ 15.00	\$ 15,075.00
18	Geotextile Fabric Phase 2	1,545	SY	\$ 2.95	\$ 4,557.75	\$ 15.00	\$ 23,175.00
19	4" Concrete Curbing	507	LF	\$ 18.00	\$ 9,126.00	\$ 42.00	\$ 21,294.00
20	4" Concrete Curbing 3 Radius	19	LF	\$ 25.00	\$ 475.00	\$ 40.00	\$ 760.00
21	Parking Island Interior Stone ASTM 57	5	CY	\$ 150.00	\$ 750.00	\$ 75.00	\$ 375.00
22	Parking Stall Striping Phase 1	272	LF	\$ 3.50	\$ 952.00	\$ 3.00	\$ 816.00
23	Parking Stall Striping Phase 2	550	LF	\$ 3.50	\$ 1,925.00	\$ 3.00	\$ 1,650.00
24	Striped Out Parking Stall Phase 1	210	LF	\$ 3.50	\$ 735.00	\$ 3.50	\$ 735.00
25	Striped Out Parking Stall Phase 2	180	LF	\$ 3.50	\$ 630.00	\$ 3.50	\$ 630.00
26	Handicap Signage	1	EA	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00
27	Handicap Graphics	2	EA	\$ 500.00	\$ 1,000.00	\$ 100.00	\$ 200.00
28	Clearing, Rough Grading, Fine Grading Phase 1	1,005	SY	\$ 7.00	\$ 7,035.00	\$ 50.00	\$ 50,250.00
30	Clearing, Rough Grading, Fine Grading Phase 2	1,545	SY	\$ 7.00	\$ 10,815.00	\$ 50.00	\$ 77,250.00
31	Landscaping Trees	7	EA	\$ 700.00	\$ 4,900.00	\$ 850.00	\$ 5,950.00
TOTAL BASE BID (Items 1 - 31)				\$ 253,822.50		\$ 465,286.00	

BID TABULATION

DEDUCTIVE ALTERNATE BID

				C & B Excavation & Paving		HCS, Inc.	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
DA1	Phase II Parking Asphalt Base Course	202	TON	\$ 130.00	\$ 26,260.00	\$ 235.00	\$ 47,470.00
DA2	Phase II Parking Asphalt Wear Course	134	TON	\$ 130.00	\$ 17,420.00	\$ 235.00	\$ 31,490.00
DA3	Phase II Driving Asphalt Base Course	82	TON	\$ 130.00	\$ 10,660.00	\$ 235.00	\$ 19,270.00
DA4	Phase II Driving Asphalt Wear Course	41	TON	\$ 130.00	\$ 5,330.00	\$ 235.00	\$ 9,635.00
DA5	Sub-Base Parking Phase 2	150	CY	\$ 50.00	\$ 7,500.00	\$ 25.00	\$ 3,750.00
DA6	Sub-Base Driving Phase 2	190	CY	\$ 50.00	\$ 9,500.00	\$ 25.00	\$ 4,750.00
DA7	Subgrade Preparation Phase 2	1,541	SY	\$ 6.00	\$ 9,246.00	\$ 3.50	\$ 5,393.50
DA8	Geotextile Fabric Phase 2	1,545	SY	\$ 2.50	\$ 3,862.50	\$ 15.00	\$ 23,175.00
DA9	Parking Stall Striping Phase 2	550	LF	\$ 3.00	\$ 1,650.00	\$ 3.00	\$ 1,650.00
DA10	Striped Out Parking Stall Phase 2	180	LF	\$ 3.00	\$ 540.00	\$ 3.50	\$ 630.00
DA11	Clearing, Rough Grading, Fine Grading Phase 2	1,545	SY	\$ 6.00	\$ 9,270.00	\$ 50.00	\$ 77,250.00
DA12	Landscaping Trees	7	EA	\$ 500.00	\$ 3,500.00	\$ 850.00	\$ 5,950.00
TOTAL DEDUCTIBLE ALTERNATE BID (Items DA1 - DA12)				\$ 104,738.50		\$ 230,413.50	

ALTERNATE BID - CONCRETE PAVING - Owner Supplied Concrete

Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
A1	Mobilization, Bonds, and Insurance	390	LS		\$ 10,000.00	\$ 120.00	\$ 46,800.00
A2	Boulder (min 3'x2'x2')	11,600	LB	\$ 0.60	\$ 6,960.00	\$ 0.50	\$ 5,800.00
A3	Phase 1 Parking Area 4" Concrete Pavement	43	CY	\$ 350.00	\$ 15,050.00	\$ 45.00	\$ 1,935.00
A4	Phase 1 Driveway 4" Concrete Pavement	41	CY	\$ 350.00	\$ 14,350.00	\$ 45.00	\$ 1,845.00
A5	Phase II Parking 4" Concrete Pavement	98	CY	\$ 350.00	\$ 34,300.00	\$ 45.00	\$ 4,410.00
A6	Phase II Driving Area 4" Concrete Pavement	30	CY	\$ 350.00	\$ 10,500.00	\$ 45.00	\$ 1,350.00
A7	6" Sub-Base Parking Phase 1	85	CY	\$ 60.00	\$ 5,100.00	\$ 25.00	\$ 2,125.00
A8	6" Sub-Base Parking Phase 2	197	CY	\$ 60.00	\$ 11,820.00	\$ 25.00	\$ 4,925.00
A9	6" Sub-Base Driving Phase 1	85	CY	\$ 60.00	\$ 5,100.00	\$ 25.00	\$ 2,125.00
A10	6" Sub-Base Driving Phase 2	60	CY	\$ 60.00	\$ 3,600.00	\$ 25.00	\$ 1,500.00
A11	Subgrade Preparation Phase 1	1,005	SY	\$ 12.00	\$ 12,060.00	\$ 3.50	\$ 3,517.50
A12	Subgrade Preparation Phase 2	1,545	SY	\$ 12.00	\$ 18,540.00	\$ 3.50	\$ 5,407.50
A13	Geotextile Fabric Phase 1	1,005	SY	\$ 2.95	\$ 2,964.75	\$ 15.00	\$ 15,075.00
A14	Geotextile Fabric Phase 2	1,545	SY	\$ 2.95	\$ 4,557.75	\$ 15.00	\$ 23,175.00
A15	4" Concrete Curbing	507	LF	\$ 18.00	\$ 9,126.00	\$ 25.00	\$ 12,675.00
A16	4" Concrete Curbing 3 Radius	19	LF	\$ 25.00	\$ 475.00	\$ 25.00	\$ 475.00
A17	Parking Island Interior Stone ASTM 57	5	SY	\$ 200.00	\$ 1,000.00	\$ 75.00	\$ 375.00
A18	Parking Stall Striping Phase 1	272	LF	\$ 3.50	\$ 952.00	\$ 3.00	\$ 816.00
A19	Parking Stall Striping Phase 2	550	LF	\$ 3.50	\$ 1,925.00	\$ 3.00	\$ 1,650.00
A20	Striped Out Parking Stall Phase 1	210	LF	\$ 3.50	\$ 735.00	\$ 3.50	\$ 735.00
A21	Striped Out Parking Stall Phase 2	180	LF	\$ 3.50	\$ 630.00	\$ 3.50	\$ 630.00
A22	Handicap Signage	1	EA	\$ 600.00	\$ 600.00	\$ 1,200.00	\$ 1,200.00
A23	Handicap Graphics	1	EA	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00
A24	Clearing, Rough Grading, Fine Grading Phase 1	1,005	SY	\$ 8.00	\$ 8,040.00	\$ 50.00	\$ 50,250.00
A25	Clearing, Rough Grading, Fine Grading Phase 2	1,545	SY	\$ 8.00	\$ 12,360.00	\$ 50.00	\$ 77,250.00
A26	Landscaping Trees	7	EA	\$ 700.00	\$ 4,900.00	\$ 850.00	\$ 5,950.00
TOTAL ALTERNATE BID (Items A1 - A26)				\$ 196,145.50		\$ 272,096.00	

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 Openning 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.

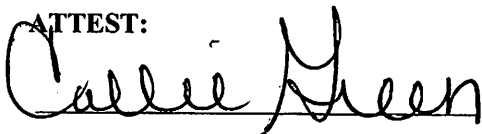
SECTION 3. Any Resolution in conflict with the provisions of this Resolution is hereby repealed to the extent it conflicts with this Resolution.

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.

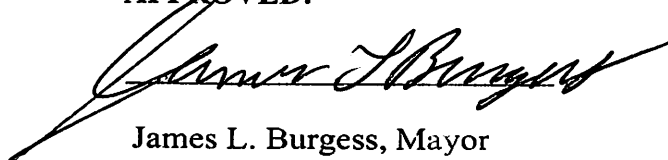
DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VENUS ON THIS the 13th DAY OF SEPTEMBER, 2021.

ATTEST:



Callie Green, City Secretary

APPROVED:



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 tern (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 tern (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 tern (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

RESOLUTION NO. 12-2022-09

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; PROVIDING A REPEALING CLAUSE; 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 12th DAY OF SEPTEMBER, 2022.

ATTEST:

APPROVED:

Callie Green, City Secretary

James L. Burgess, Mayor



City of Venus

City Council Policies and Procedure Venus, Texas

RESOLUTION # 12-2022-09
September 12, 2022



City Council Policies and Procedures

ARTICLE 1.0 RULES OF PROCEDURE

1.1 Authority

A Robert's Rules of Order

Except as provided in this document, proceedings of the city council shall in all cases be governed by "Robert's Rules of Order."

B. 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 three days 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 they 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 city council. A member having three unexcused absences in succession may forfeit membership on the 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 1st and 3rd Thursdays 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 two 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 two 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 two 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 two 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 city council. 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 their 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 council.
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 remainder 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 sergeant-at-arms 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. Presentation/Proclamations/Recognitions
 - i. Public Hearings
 - j. Discussion & Action items
 - k. Executive Session
 - l. 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, with the consent of a second 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 their 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 at which they 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. Packets 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 who is absent from the meeting during a vote and returns to or arrives at the meeting before adjournment shall, upon returning or arriving, vote on the question for the record unless prevented from voting by a 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. Roll call vote

Upon demand from any city council member, made before the negative has been put, the roll shall be called for "Yeas" and "Nays" upon any question before the city council. It shall not be in order for city council members to explain their votes during the roll call.

d. 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 members of the city council 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.

1.8 Legal opinions

If a legal opinion has been rendered by the city attorney regarding the city council's powers, duties, or responsibilities, the city council shall conform its actions in accordance with the opinion of the city attorney unless such opinion is in conflict with a decision by a court of competent jurisdiction.

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.

-
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.

ORDINANCE NO. 763-2022-09

A ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, RESTRICTED PRIOR SERVICE CREDIT TO EMPLOYEES WHO ARE MEMNERS OF THE SYSTEM FOR SERVICE PREVIOUSLY PERFORMED FOR VARIOUS OTHER PUBLIC ENTITIES FOR WHICH THEY HAVE NOT RECEIVED CREDITED SERVICE; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

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

Section 1. Authorization of Restricted Prior Service Credit.

- (a) On the terms and conditions set out in Sections 853.305 of Subtitle G of Title 8, Texas Government Code, as amended (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who is now or who hereafter becomes an employee of this City shall receive restricted prior service credit for service previously performed as an employee of any of the entities described in said Section 853.305 provided that (1) the person does not otherwise have credited service in the System for that service, and (2) the service meets the requirements of said Section 853.305.
- (b) The service credit hereby granted may be used only to satisfy length-of-service requirements for retirement eligibility, has no monetary value in computing the annuity payments allowable to the member, and may not be used in other computations, including computation of Updated Service Credits.
- (c) A member seeking to establish restricted prior service credit under this ordinance must take the action required under said Section 853.305 while still an employee of this City.

Section 2. This ordinance shall become effective on the first day of October, 2022.

Passed and approved this the 12th day of September, 2022.

APPROVED:

By: _____
James L. Burgess, Mayor

Page 1 of 2

ATTEST:

By: _____
Callie Green, City Secretary



August 10, 2022

Stacey Wyman
Human Resources Specialist
City of Venus
P.O. Box 380
Venus, TX 76084

Via Email

Re: Restricted Prior Service Credit

Dear Ms. Wyman,

Thank you for your interest in offering your city employees Restricted Prior Service Credit (RPSC) with TMRS.

RPSC is an optional TMRS benefit that you can offer to your employees that allows them to use previous full-time employment at another public employer to satisfy length of service requirements for TMRS retirement eligibility.

Full-time employment for any of the following entities may qualify:

- A public authority or agency created by the United States;
- Any state or territory of the United States;
- Any political subdivision of any state of the United States;
- Any public agency or authority created by a state or territory of the United States;
- Previously forfeited service with TMRS or one of the following retirement systems: Texas County and District Retirement System, Teacher Retirement System of Texas, Employees Retirement System of Texas, and Judicial Retirement System of Texas; or
- Any institution of higher education at which the person was commissioned as a campus security personnel employee.

The city's contribution rate will reflect the cost of RPSC as employees qualify for the credit.

Enclosed for your information is a TMRS RPSC model ordinance that would have to be adopted by the city council in order to provide RPSC.

When the ordinance is adopted, please send a copy to Veronica Escobedo at vescobedo@tmrs.com.

If you have any questions about the model ordinance or anything else, please call me at 512-225-3760.

Sincerely,

A handwritten signature in black ink that reads "Leslee S. Hardy". The signature is written in a cursive, flowing style.

Leslee S. Hardy, ASA, FCA, EA, MAAA
Director of Plan Design & Funding



*Case Report – Brahman Ranch – Preliminary Plat
City Council - September 12, 2022*

To: Mayor and City Council

From: Oscar Ortiz, CNU-A

Request: Consider a Preliminary Plat for a 397 single-family subdivision, Brahman Ranch PD Phase 1A, 1B & Phase 2, being 142.69 acres situated in the James E. McQuatter Survey, Abstract No. 781, the Leeman Kelsey Survey, Abstract No. 594, the Stephen B. Price Survey, Abstract No. 860, the James Bateman Survey, A-103, and the Jesse Jackson Survey, A-560, City of Venus, Ellis County, Texas, generally located west of S FM 157 and south of FM 2258 in the City of Venus.

Owner: Miskimon Management I, LLC.

Engineer: Melissa Lopez, P.E., Miskimon Management I, LLC, Lane, OK.

Location: Generally located west of S FM 157 and south of FM 2258.

Existing Zoning: PD-Planned Development with underlying Single-Family R-1 zoning

Existing Use: Vacant

Analysis: The Preliminary Plat covers 142.69 acres, which will be developed in Phase 1A, 1B & Phase 2.

The subdivision provides two open space areas. Residential streets have a minimum of 60-foot ROW back-to-back, two access points with 88-foot ROW at the entrance that are reduced at the street intersection at 60-foot ROW.

All internal residential streets have 4-foot sidewalks on both sides installed at time of home construction in the ROW and maintained by the lot owner.

All homes have front-entry garages, and all homes must have front yard, side yard, and rear yard sodded areas.

The property is west of S FM 157 that varies in ROW and east of FM 2258, which varies in ROW.

The property will discharge stormwater to the detention ponds located within the subdivision. Water will be provided by Mountain Peak Special Utility District and sewage will convey to a wastewater treatment plant owned and operated by the City of Venus.

The Planning and Zoning Commission on August 25, 2022 recommended Preliminary Plat approval.

City Council shall use the following criteria and determine if it is adequate to serve the development and meet the city's construction standards and specifications for roads, water, wastewater, storm drainage, park facilities, open spaces, easements and rights-of-way.

The City Council has authority to approve this preliminary plat subject to conformance with the regulations of the Subdivision Ordinance. The City 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 City Council approves the Preliminary Plat for a 397-lot PD, as presented.

Sample

Motion:

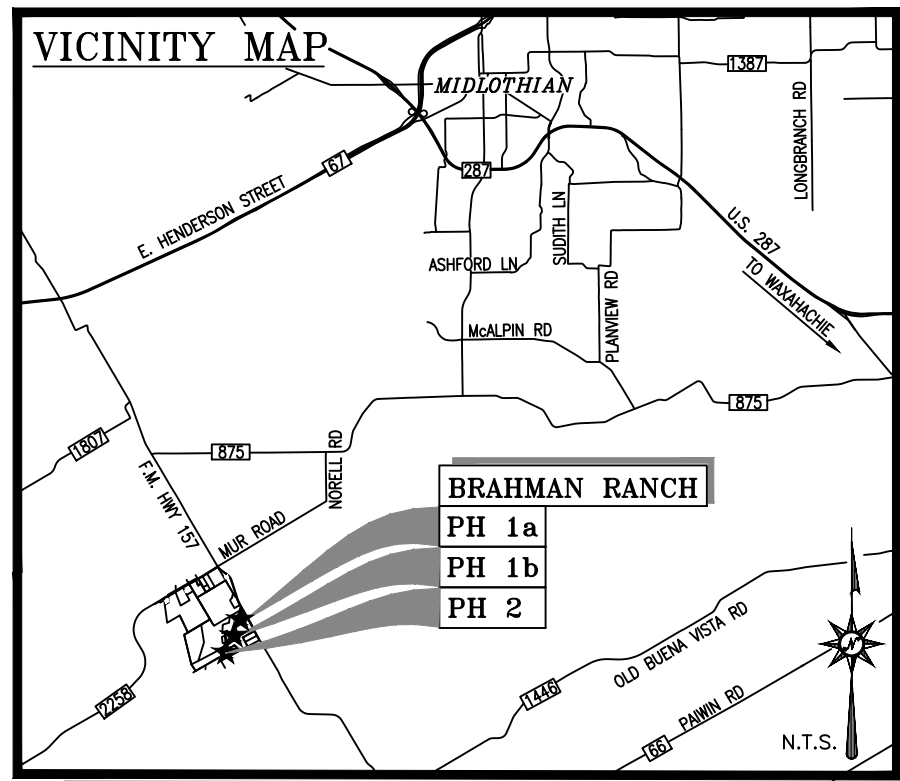
I move to approve/deny the Preliminary Plat for a 397-lot single-family subdivision, Brahman Ranch PD 1A, 1B, & Phase 2, as presented.

Attachments:

Preliminary Plat
Lot Detail Exhibit 60'
Lot Detail Exhibit 70'
Aerial Map

**BRAHMAN RANCH
PHASE 1A, 1B & 2**

BEING A 142.69 ACRES (62,115,690 SQ.FT.)
TRACT OF LAND OUT OF
THE J.E. MCQUATTER SURVEY, ABSTRACT NO. 781,
THE LEEMAN KELSEY SURVEY, ABSTRACT NO. 594,
THE S.B. PRICE SURVEY, ABSTRACT NO. 860,
THE JAMES BATEMAN SURVEY, A-103, AND
THE JESSE JACKSON SURVEY, A-560,
CITY OF VENUS, ELLIS COUNTY, TEXAS.



SUBDIVISION DATA:

1. TOTAL ACREAGE: 142.69 ACRES
2. ACCESS TO THE PROPERTY IS ALONG F.M. HIGHWAY 157
3. TOTAL LOTS: 399 SINGLE FAMILY LOTS
4. ELECTRIC SERVICES PROVIDED BY: UNITED COOPERATIVE SERVICES
5. WATER SERVICES PROVIDED BY: MT PEAK SPECIAL UTILITY DISTRICT
6. PHONE SERVICES PROVIDED BY: AT&T
7. SANITARY SEWER SERVICES PROVIDED BY: THE CITY OF VENUS
8. FIRE HYDRANTS MUST BE INSTALL EVERY 500 FT. RADIUS

GENERAL NOTES:

1. LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
2. POSTAL DELIVERY SERVICE WITHIN SUBDIVISION WILL BE BY NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
3. UTILITY LOCATIONS ARE OF VISIBLE EVIDENCE OBSERVED BY THE SURVEYOR DURING FIELD VISITS. SURVEYOR PROVIDES NO WARRANTY AS TO THE EXTENT OF UNDERGROUND UTILITIES FOR THIS SITE.
4. BEFORE DIGGING IN THIS AREA, CALL "TEXAS ONE-CALL" 1-800-545-6005 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES.
5. A DRAINAGE/UTILITY EASEMENT (DUE) IS ONLY REQUIRED, AS NECESSARY, TO SHOW ANY EXISTING/FUTURE EASEMENTS OR DRAINAGE EASEMENTS TO HELP WITH THE FLOW OF WATER OR PLACEMENT OF EASEMENTS.
6. ELLIS COUNTY AND CITY OF VENUS WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE EASEMENTS OR DETENTION AREAS.
7. THIS DEVELOPMENT IS CONTINGENT ON THE CONSTRUCTION AND ACCEPTANCE OF THE PUBLIC IMPROVEMENTS OF PHASE 1A
8. THIS PROJECT WAS LAST SURVEYED ON THE GROUND ON 5/14/2021.

TITLE COMPANY: FIDELITY NATIONAL TITLE INSURANCE COMPANY, GF No. 020-40181, EFFECTIVE DATE: MAY 13, 2020, ISSUED DATE: MAY 21, 2020.

SCHEDULE B ITEMS:

1. EASEMENT AND RIGHT-OF-WAY TO OLD OCEAN FUEL COMPANY, DATED OCTOBER 23, 1959, FILED OCTOBER 28, 1959, RECORDED IN VOLUME 471, PAGE 288, D.R.E.C.T.. (DOES NOT APPLY)
2. EASEMENT AND RIGHT-OF-WAY TO TEXAS POWER AND LIGHT COMPANY, DATED JULY 30, 1968, FILED AUGUST 7, 1968, RECORDED IN VOLUME 529, PAGE 36, D.R.E.C.T.. (DOES NOT APPLY)
3. EASEMENT AND RIGHT-OF-WAY TO MOUNTAIN PEAK WATER SUPPLY CORPORATION, DATED SEPTEMBER 30, 1969, FILED NOVEMBER 23, 1970, RECORDED IN VOLUME 546, PAGE 984, D.R.E.C.T.. (30' WIDE STRIP OF LAND BLANKET EASEMENT)
4. UTILITY EASEMENT AND RIGHT-OF-WAY TO UNITED ELECTRIC COOPERATIVE SERVICES, INC., DATED MAY 30, 2003, FILED JANUARY 13, 2004, RECORDED IN VOLUME 2004, PAGE 72, D.R.E.C.T.. (30' WIDE STRIP OF LAND BLANKET EASEMENT)
5. EASEMENT AND RIGHT-OF-WAY TO OLD OCEAN FUEL COMPANY, DATED OCTOBER 3, 1959, FILED OCTOBER 7, 1959, RECORDED IN VOLUME 471, PAGE 16, D.R.E.C.T.. (DOES NOT APPLY)
6. EASEMENT AND RIGHT-OF-WAY TO MOUNTAIN PEAK WATER SUPPLY CORPORATION, DATED SEPTEMBER 29, 1969, FILED NOVEMBER 23, 1970, RECORDED IN VOLUME 546, PAGE 988, D.R.E.C.T.. (30' WIDE STRIP OF LAND BLANKET EASEMENT)
7. EASEMENT TO JOHNSON COUNTY ELECTRIC COOPERATIVE, DATED JANUARY 23, 1939, REFERENCED IN DEED VOLUME 575, PAGE 754, D.R.E.C.T.. (BLANKET EASEMENT)
8. EASEMENT AND RIGHT-OF-WAY TO STATE OF TEXAS, DATED JANUARY 30, 1956, FILED JUNE 19, 1956, RECORDED IN VOLUME 451, PAGE 234, D.R.E.C.T.. (DOES NOT APPLY)
9. EASEMENT AND RIGHT-OF-WAY TO MOUNTAIN PEAK WATER SUPPLY CORPORATION, DATED SEPTEMBER 13, 1969, FILED NOVEMBER 23, 1970, RECORDED IN VOLUME 547, PAGE 7, AND VOLUME 547, PAGE 38, D.R.E.C.T.. (DOES NOT APPLY)
10. UTILITY EASEMENT AND RIGHT-OF-WAY TO UNITED ELECTRIC COOPERATIVE SERVICES, INC., DATED MARCH 22, 2004, FILED OCTOBER 26, 2004, RECORDED IN VOLUME 2076, PAGE 695, O.P.R.E.C.T.. (30' WIDE STRIP OF LAND BLANKET EASEMENT)
11. PIPELINE RIGHT-OF-WAY TO XTO ENERGY INC., DATED DECEMBER 22, 2004, FILED FEBRUARY 22, 2005 RECORDED IN VOLUME 2103, PAGE 428 AND RATIFICATION OF EASEMENT FILED MARCH 14, 2005, RECORDED IN VOLUME 2108, PAGE 2008, O.P.R.E.C.T.. (DOES NOT APPLY)
12. THAT PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDS OF AN ABANDONED ROAD AS REFERENCED IN DEED TO RICHARD K. MISKIMON AND WIFE, SHERI R. MISKIMON, RECORDED IN VOLUME 1509, PAGE 164, D.R.E.C.T.. (DOES NOT APPLY)
13. UTILITY EASEMENT PER PLAT RECORDED IN CABINET C, SLIDE 26, P.R.E.C.T.. (TO BE VACATED BY THIS PLAT)
14. EASEMENTS AND BUILDING SETBACK LINES PER PLAT RECORDED IN CABINET C, SLIDE 512, P.R.E.C.T.. (TO BE VACATED BY THIS PLAT)
15. TEMPORARY ACCESS EASEMENT TO KENNETH DANIEL GRISHAM AND CHRISTY NICOLE GRISHAM, DATED SEPTEMBER 10, 2018, DOCUMENT NO. 1826185, O.P.R.E.C.T.. (TO BE VACATED BY THIS PLAT)
16. TEMPORARY EASEMENT TO KENNETH DANIEL GRISHAM AND CHRISTY NICOLE GRISHAM, DATED SEPTEMBER 4, 2018, FILED SEPTEMBER 11, 2018, DOCUMENT NO. 1826418, O.P.R.E.C.T.. (TO BE VACATED BY THIS PLAT)
17. TEMPORARY ACCESS EASEMENT TO RICKY DALE GIBSON AND NELI KAYE GIBSON, DATED SEPTEMBER 27, 2018, DOCUMENT 1828236, O.P.R.E.C.T.. (TO BE VACATED BY THIS PLAT)
18. TEMPORARY EASEMENT TO RICKY DALE GIBSON AND NELI KAYE GIBSON, DATED SEPTEMBER 20, 2018, FILED SEPTEMBER 28, 2018, DOCUMENT NO. 1828357, O.P.R.E.C.T.. (TO BE VACATED BY THIS PLAT)

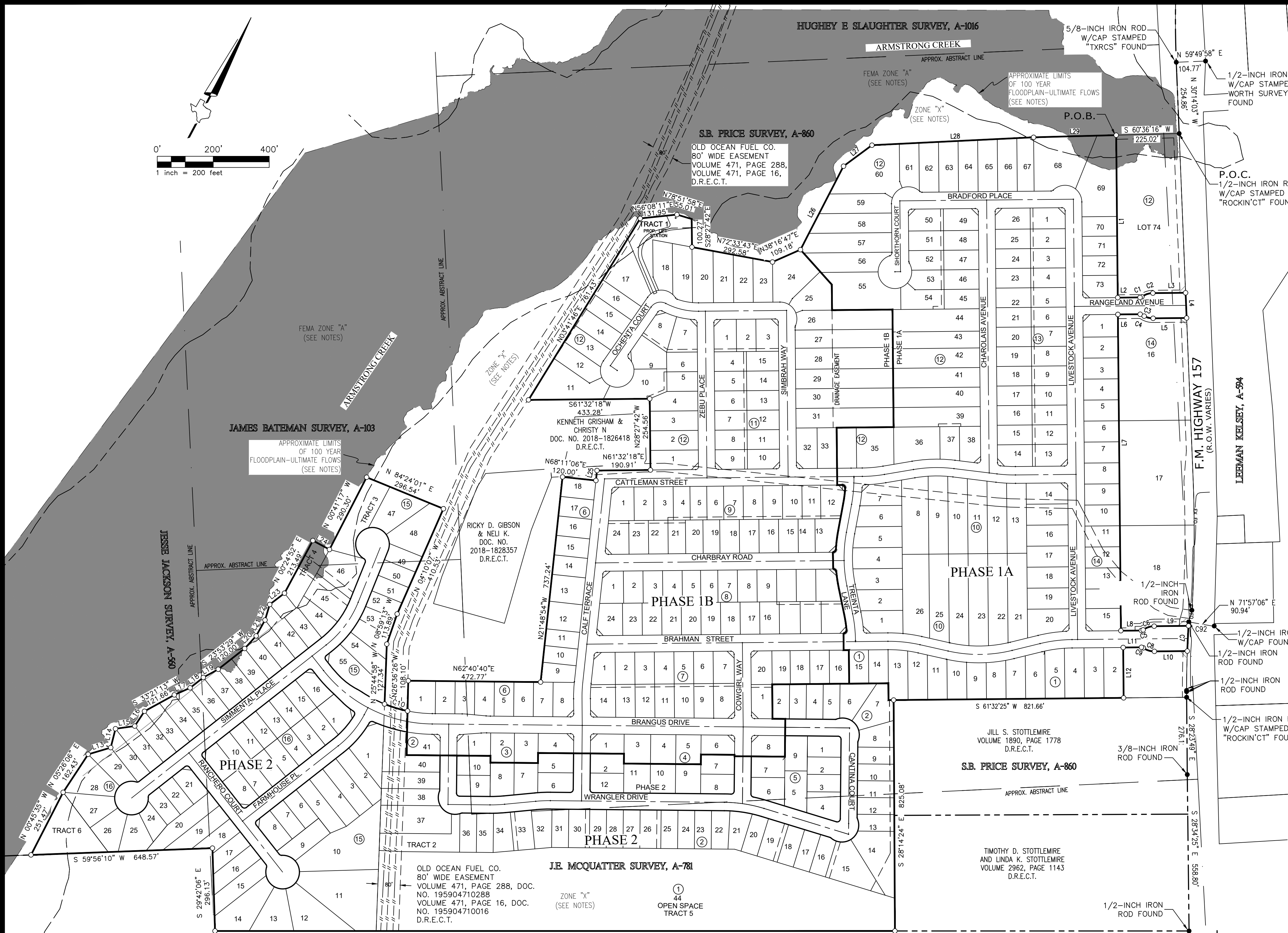
FLOODPLAIN STATEMENT:

A PORTION OF THIS PLAT LIES WITHIN FEMA'S 100 YEAR FLOODPLAIN-ULTIMATE FLOWS, FLOOD INSURANCE RATE MAP NUMBER 48139C0300F, FIRM:480798 PANEL:300F, PUBLISHED AND EFFECTIVE JUNE 03, 2013, "ZONE A" AND "ZONE X".

FLOOD STUDY BY M. EVANS CONSULTING, LLC, DATED 04/07/20

FLOOD INFORMATION PROVIDED HEREON IS BASED ON SCALING THE LOCATION OF THE SUBJECT TRACT ON THE FLOOD INSURANCE RATE MAPS, THE INFORMATION SHOULD BE USED TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS. WE ARE NOT RESPONSIBLE FOR THE F.I.R.M.'S ACCURACY.

ENGINEER:	OWNER AND DEVELOPER:	REV	DATE	BY	DESCRIPTION	PROJECT
Melissa Lopez, P.E. No. 133567 MISKIMON MANAGEMENT I, LLC 1946 FIRM NO. F-22398 5940 S. WEST MOORE CREEK RD. LANE, OK, 74555, (972) 415-6143	MISKIMON MANAGEMENT I, LLC RICHARD K. MISKIMON AND SHERI R. MISKIMON AND FALLS CREEK LAND & CATTLE, LLC 5940 S. WEST MOORE CREEK RD. LANE, OK, 74555, (972) 415-6143					Brahman Ranch PHASE-1a,1b&2
						DRAWN BY: CR DATE: 8/14/2022
						FIELD CREW: CRW DATE: 8/14/2022
						SCALE: 1"=200' SHEET 1 OF 5



KEY MAP

BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983(2011), TEXAS STATE PLANE, NORTH CENTRAL ZONE 4202, AS DETERMINED BY GPS OBSERVATIONS.

NGS MONUMENTS REFERENCE POINTS:

PID: CS2098
BENCHMARK DISC ON TOP OF CONCRETE MONUMENT
FOUND STAMPED CGS, P907 RESET 1956
N(Y): 6,813,555.37'
E(X): 2,416,932.75'
ELEV: 723.78' (NAVD88)

THE MARK IS 3.6 MI (5.8 KM) NORTHWEST FROM THE
INTERSECTION OF FM 66 AND FM 157 IN MAYPEARL,
ELLIS COUNTY ON THE SOUTHWEST SIDE OF THE ROAD.
IT IS 2 FT (0.6 M) NORTHEAST OF PIPE RAIL FENCE,
10 SOUTHEAST OF A POWER POLE, 130 FT (39.6 M)
NORTHWEST OF THE PROJECTED CENTERLINE OF
COUNTRY ACRES ROAD. (AS PER NGS DATA SHEET)

PID: CS2464
STEEL ROD FOUND STAMPED NGS, N1476 1983
N(Y): 6,809,433.69'
E(X): 2,372,529.34'
ELEV: 389.55' (NAVD88)

8.2 KM (5.05 MI) NORTH FROM GRANDVIEW, 0.2 KM (0.1 MI) EAST ALONG FARM ROAD 916 FROM ITS JUNCTION WITH
THE MISSOURI, KANSAS AND TEXAS RAILROAD IN GRANDVIEW, THENCE 8.0 KM (4.95 MI) NORTHERLY ALONG U.S.
HIGHWAY 81, 0.3 KM (0.2 MI) SOUTH OF MILEPOST 21, 42.1 METERS (138.1 FT) EAST OF THE CENTERLINE OF THE
NORTH BOUND LANES OF THE HIGHWAY, 10.7 METERS (35.1 FT) EAST OF THE CENTERLINE OF A FRONTAGE ROAD AND
4.6 METERS (15.1 FT) SOUTH OF THE CENTER OF A FIELD ENTRANCE. NOTE-ACCESS TO THE DATUM POINT IS THROUGH
A 5-INCH LOGO CAP. THE MARK IS 0.3 METERS W FROM A WITNESS POST AND FENCE THE MARK IS 0.3 M ABOVE THE
HIGHWAY. (AS PER NGS DATA SHEET)



APEX Land Surveying
TBPPLS Firm Registration
No. 101941-30
214 Wapiti Drive
Arlington, TX 76010
(817) 965-6881

Line	Length	Direction
L1	580.53'	S 28°27'42" E
L2	79.73'	N 61°32'18" E
L3	116.88'	N 61°32'18" E
L4	90.04'	S 30°14'03" E
L5	119.67'	S 61°32'18" W
L6	79.73'	S 61°32'18" W
L7	1,130.00'	S 28°27'42" E
L8	73.04'	N 61°32'18" E
L9	122.72'	N 61°32'18" E
L10	117.52'	S 61°32'18" W
L11	65.45'	S 61°32'18" W
L12	180.05'	S 28°27'42" E
L13	84.16'	N 45°32'32" E
L14	69.55'	N 13°45'06" W
L15	69.46'	N 54°08'52" E
L16	63.25'	N 05°27'23" E
L17	61.85'	N 37°55'39" E
L18	60.00'	N 23°53'29" E
L19	60.83'	N 33°21'13" E
L20	60.83'	N 14°25'44" W
L21	65.00'	N 01°16'17" E
L22	58.02'	N 11°08'49" W
L23	66.51'	N 24°37'21" E

Line	Length	Direction
L24	67.35'	S 89°35'08" E
L25	35.84'	N21°48'54" W
L26	335.58'	N 00°38'15" W
L27	126.30'	N 25°37'52" E
L28	578.09'	N 59°17'29" E
L29	295.10'	N 60°35'13" E

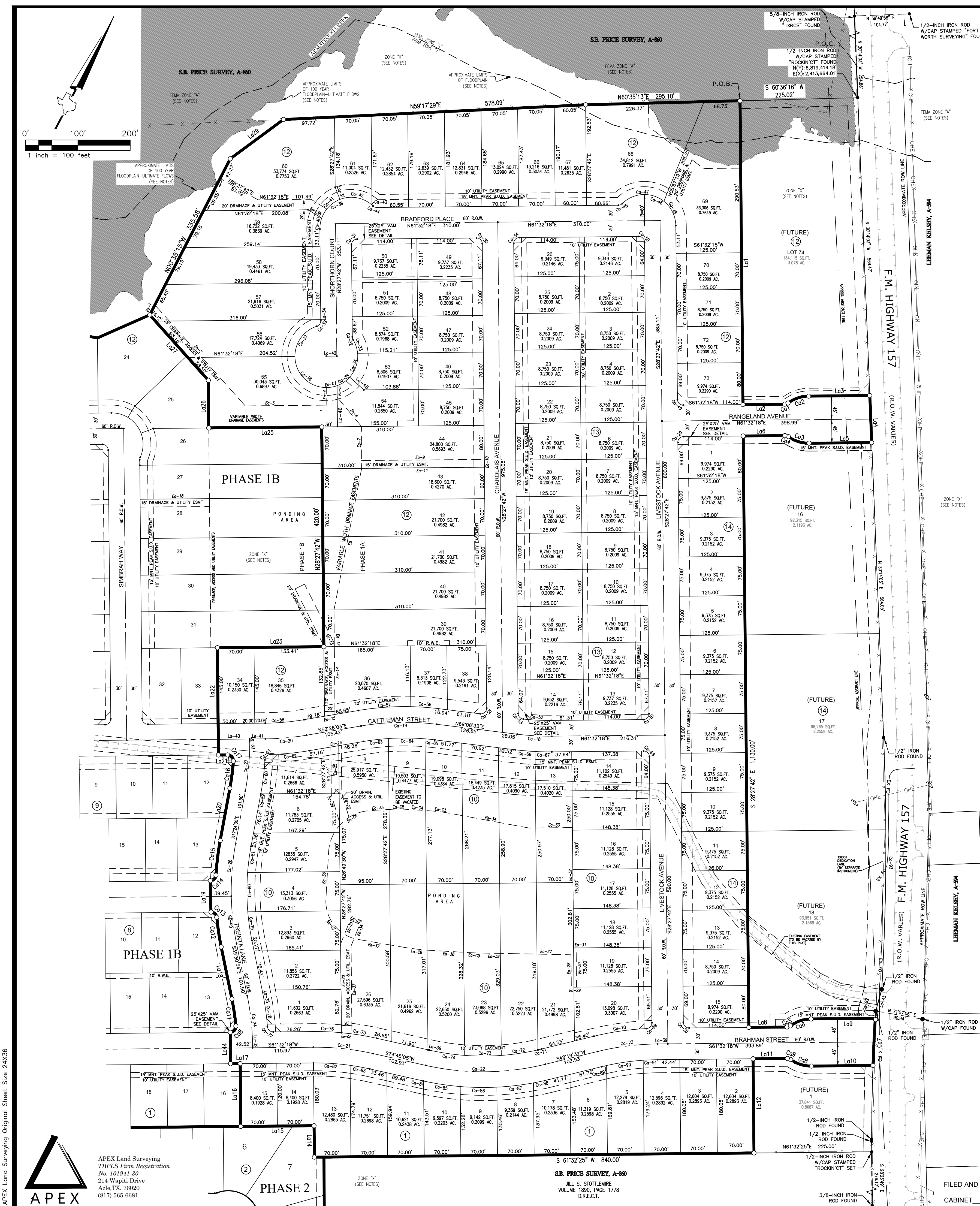
Curve	Length	Radius	Delta	Chord Direction	Chord Length
C1	6.94'	11.00'	36°07'44"	N 43°28'26" E	6.82'
C2	42.25'	67.00'	36°07'44"	N 43°28'26" E	41.55'
C3	42.25'	67.00'	36°07'44"	S 79°36'10" W	41.55'
C4	6.94'	11.00'	36°07'44"	S 79°36'10" W	6.82'
C5	6.94'	11.00'	36°07'44"	N 43°28'26" E	6.82'
C6	42.25'	67.00'	36°07'44"	N 43°28'26" E	41.55'
C7	90.15'	3,864.72'	01°20'12"	S 25°09'30" E	90.15'
C8	42.25'	67.00'	36°07'44"	S 79°36'10" W	41.55'
C9	6.94'	11.00'	36°07'44"	S 79°36'10" W	6.82'
C10	86.00'	463.00'	10°38'34"	S 78°57'39" W	85.88'

Tract	Block	Phase	Acres	SQ. FT.	USE	OWNERSHIP	MAINTENANCE
1	9	1B	0.6561	28,584	DETENTION POND LIFT STATION	PID MISKIMON	PID MISKIMON
2	2	2	0.4737	20,635	DETENTION POND LIFT STATION	PID MISKIMON	PID MISKIMON
3	15	2	0.5580	24,308	DRAINAGE EASEMENT OPEN SPACE	PID MISKIMON	PID MISKIMON
4	15	2	0.4489	19,555	LIFT STATION & PARK PAVILION	PID MISKIMON	PID MISKIMON
5	1	2	11.187	487,335	DETENTION POND LIFT STATION BIKE PARK AND OPEN SPACE	PID MISKIMON	PID MISKIMON
6	15	2	0.6948	30,264	DETENTION POND LIFT STATION	PID MISKIMON	PID MISKIMON

- LEGEND
- 1/2" IRON ROD W/CAP STAMPED "APEX LAND SURVEYING" SET
 - MONUMENT FOUND
 - POWER POLE
 - FIBER OPTIC CABLE
 - PIPELINE
 - GAS LINE
 - OVERHEAD POWER LINE
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCING
 - DEED RECORDS, ELLIS COUNTY, TEXAS

FILED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF ELLIS COUNTY, TEXAS.

CABINET _____, PAGE _____, DATE _____, 2022.



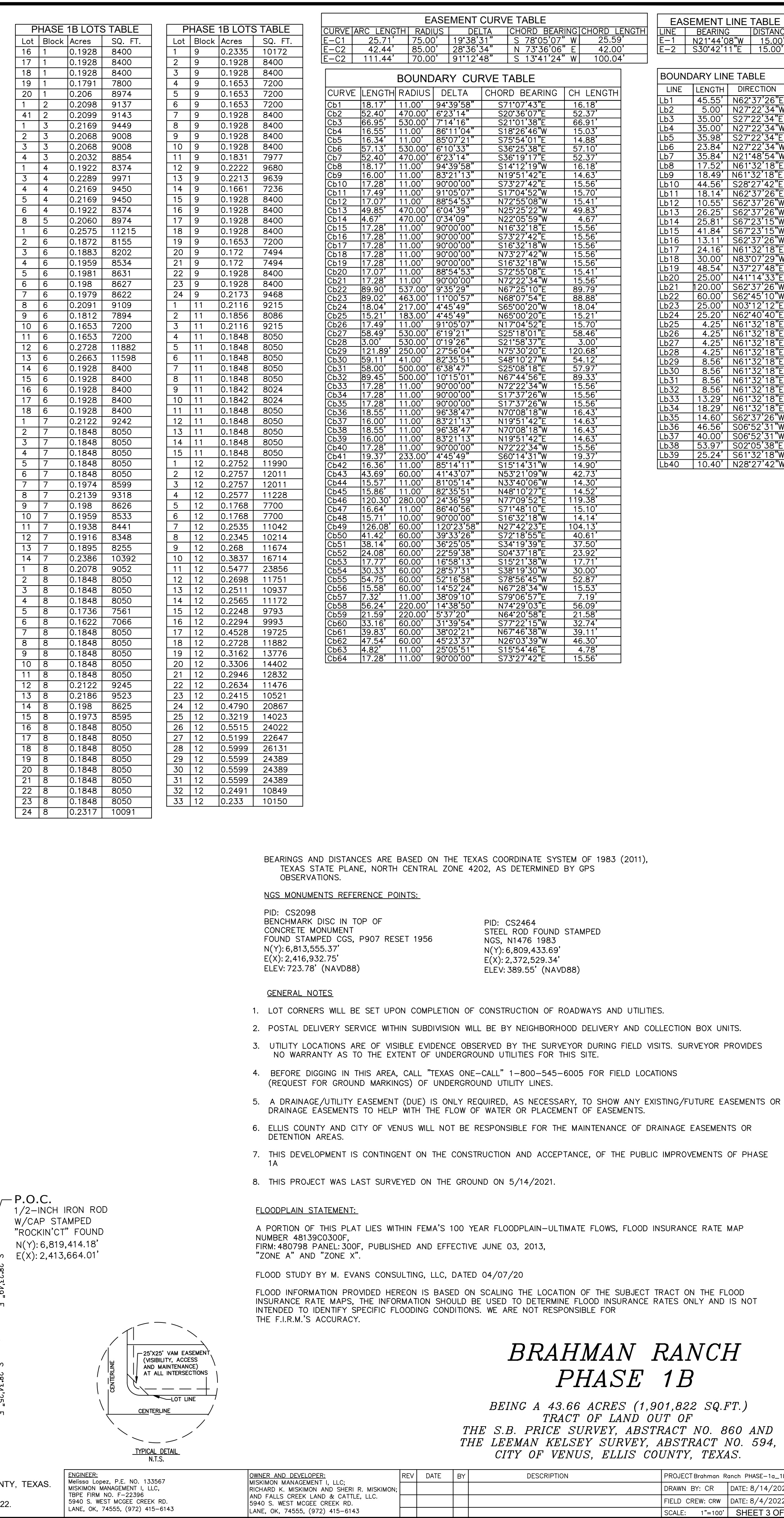
Lot	Block	Acres	SQ. FT.
2	1	0.2893	12604
3	1	0.2893	12604
4	1	0.2892	12596
5	1	0.2819	12279
6	1	0.2598	11319
7	1	0.2336	10178
8	1	0.2144	9339
9	1	0.2099	9142
10	1	0.2203	9597
11	1	0.2438	10621
12	1	0.2698	11751
13	1	0.2865	12480
14	1	0.1928	8400
15	1	0.1928	8400
1	10	0.2663	11602
2	10	0.2722	11856
3	10	0.296	12893
4	10	0.3056	13313
5	10	0.2947	12835
6	10	0.3705	16173
7	10	0.2666	11614
8	10	0.595	25917
9	10	0.4477	19503
10	10	0.4384	19098
11	10	0.4235	18449
12	10	0.409	17815
13	10	0.402	17510
14	10	0.2549	11102
15	10	0.2555	11128
16	10	0.2555	11128
17	10	0.2555	11128
18	10	0.2555	11128
19	10	0.2555	11128
20	10	0.3007	13098
21	10	0.4998	21772
22	10	0.5223	22750
23	10	0.5296	23068
24	10	0.52	22650
25	10	0.4962	21616
26	10	0.5335	23596
34	12	0.233	10150
35	12	0.4326	18846
36	12	0.4607	20070
37	12	0.1908	8313
38	12	0.2191	9543
39	12	0.4982	21700
40	12	0.4982	21700
41	12	0.4982	21700
42	12	0.4982	21700
43	12	0.427	18600
44	12	0.5693	24800
46	12	0.5999	26131
46	12	0.2009	8750
47	12	0.2009	8750
48	12	0.2009	8750
49	12	0.2235	9737
50	12	0.2235	9737
51	12	0.2009	8750
52	12	0.1968	8574
53	12	0.1907	8306
54	12	0.265	11544
56	12	0.6897	30043
56	12	0.4069	17724
57	12	0.5031	21916
58	12	0.4461	19433
59	12	0.3839	16722
60	12	0.7762	33810
61	12	0.2535	11004
62	12	0.2854	12432
63	12	0.2902	12639
64	12	0.2946	12831
65	12	0.299	13024
66	12	0.3034	13216
67	12	0.2636	11481
68	12	0.7602	34812
69	12	0.7646	33306
70	12	0.2009	8750
71	12	0.2009	8750
72	12	0.2009	8750
73	12	0.229	9974
1	13	0.2146	9349
2	13	0.2009	8750
3	13	0.2009	8750
4	13	0.2009	8750
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10	13	0.2009	8750
11	13	0.2009	8750
12	13	0.2235	9737
13	13	0.2216	9652
15	13	0.2009	8750
16	13	0.2009	8750
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18	13	0.2009	8750
19	13	0.2009	8750
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22	13	0.2009	8750
23	13	0.2009	8750
24	13	0.2009	8750
25	13	0.2009	8750
26	13	0.2146	9349
1	14	0.2290	9974
2	14	0.2152	9375
3	14	0.2152	9375
4	14	0.2152	9375
5	14	0.2152	9375
6	14	0.2152	9375
7	14	0.2152	9375
8	14	0.2152	9375
9	14	0.2152	9375
10	14	0.2152	9375
11	14	0.2152	9375
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13	14	0.2152	9375
14	14	0.2009	8750
15	14	0.2290	9974

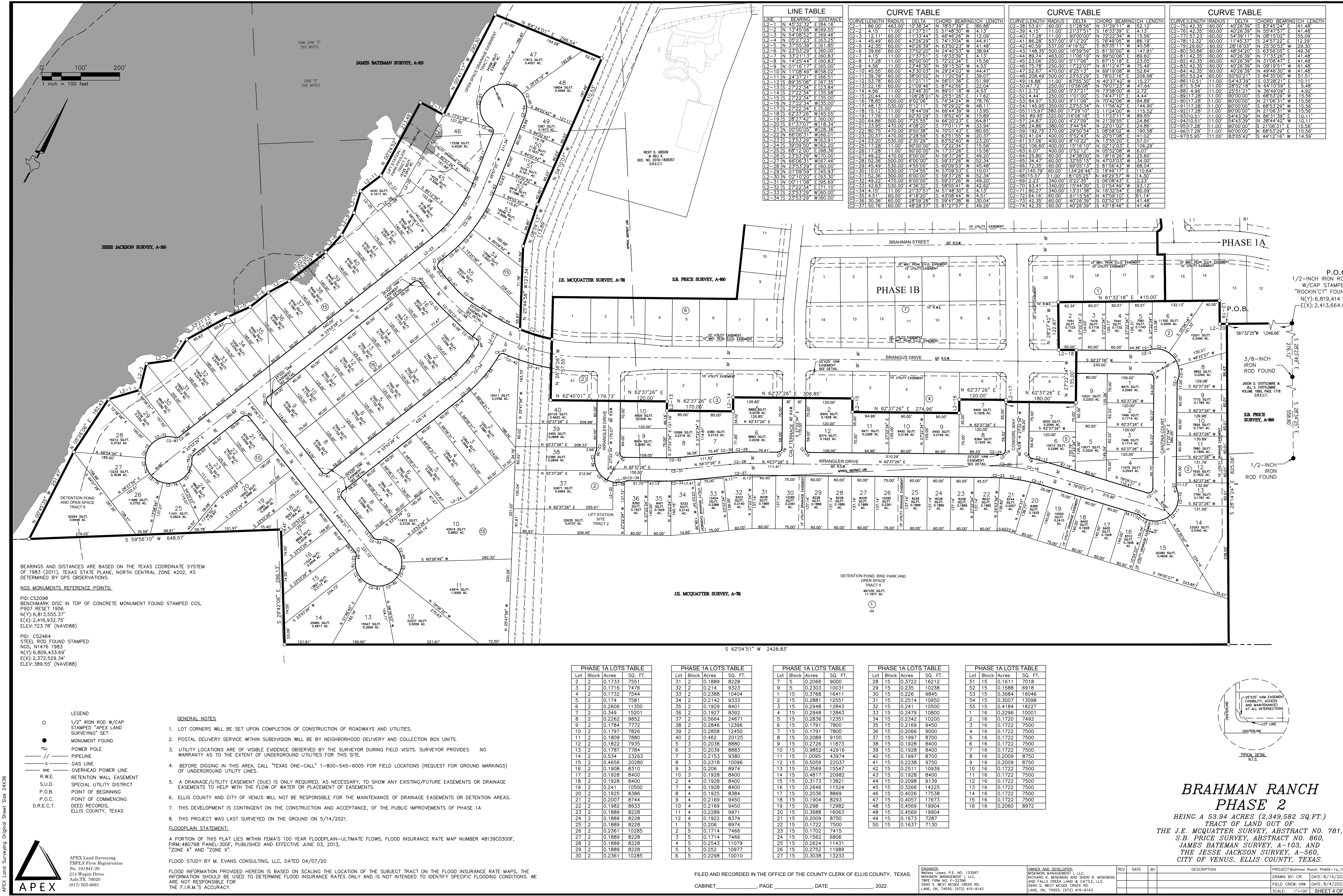
Curve	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
Co-1	20.39'	60.00'	19°28'16"	N 51°48'10" E	20.29'
Co-2	20.15'	530.00'	2°10'42"	S 68°28'44" W	20.15'
Co-3	32.28'	284.00'	6°30'41"	S 69°21'14" W	32.28'
Co-4	6.94'	5,533.59'	0°34'57"	S 65°48'25" W	56.25'
Co-5	16.26'	134.00'	6°57'13"	S 65°02'21" W	16.25'
Co-6	122.00'	84.00'	8°3'10"	S 16°57'14" W	111.56'
Co-7	107.82'	14.00'	8°3'28'53"	S 66°23'43" E	98.53'
Co-8	59.60'	524.00'	6°31'00"	N 65°36'21" E	59.57'
Co-9	10.73'	284.00'	2°09'55"	N 64°15'53" E	10.73'

Line	Bearing	Distance
Lo-1	N 00°38'15" W	26.76'
Lo-2	S 69°45'04" E	258.96'
Lo-3	N 61°32'18" E	155.77'
Lo-4	N 28°27'42" W	33.53'
Lo-5	S 28°27'42" E	22.29'
Lo-6	S 67°48'03" E	72.60'
Lo-7	S 28°01'45" E	79.99'
Lo-8	S 16°51'45" E	275.63'
Lo-9	N 61°32'18" E	234.47'
Lo-10	S 28°27'42" E	15.00'
Lo-11	S 61°32'18" W	223.81'
Lo-12	N 28°27'42" W	6.37'
Lo-13	N 64°39'08" W	45.31'
Lo-14	N 28°27'42" W	136.03'
Lo-15	S 52°28'03" W	20.25'
Lo-16	S 61°32'18" W	215.92'
Lo-17	N 28°27'42" W	270.00'
Lo-18	N 61°32'18" E	132.49'
Lo-19	N 28°27'42" W	226.04'
Lo-20	N 28°27'42" W	169.65'
Lo-21	N 05°57'42" W	48.83'
Lo-22	N 64°02'18" E	20.00'
Lo-23	S 44°26'44" E	45.31'
Lo-24	N 44°26'44" W	59.70'
Lo-25	N 28°27'42" W	91.05'
Lo-26	N 52°28'03" W	20.25'
Lo-27	N 28°27'42" W	109.18'
Lo-28	S 28°27'42" E	62.00'
Lo-29	N 61°32'18" E	10.00'
Lo-30	N 28°27'42" W	75.00'
Lo-31	S 61°32'18" W	5.00'
Lo-32	N 28°27'42" W	230.00'
Lo-33	S 22°43'17" E	90.01'
Lo-34	S 72°36'35" W	155.49'
Lo-35	S 58°33'44" W	47.01'
Lo-36	S 22°43'17" E	90.01'
Lo-37	N 71°51'51" E	85.12'
Lo-38	N 65°20'50" E	74.70'
Lo-39	N 63°10'55" E	69.47'

LINE TABLE			CURVE TABLE					
LINE	DIRECTION	LENGTH	CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
Lo1	S 28°27'42" E	580.53'	Co1	6.94'	11.00'	36°07'44"	N 43°28'26" E	6.82'
Lo2	N 61°32'18" E	79.73'	Co2	42.25'	67.00'	36°07'44"	N 43°28'26" E	41.55'
Lo3	N 3014°03" E	116.88'	Co3	42.25'	67.00'	36°07'44"	S 79°36'10" W	41.55'
Lo4	S 61°32'18" W	119.67'	Co4	6.94'	11.00'	36°07'44"	S 79°36'10" W	6.82'
Lo5	S 61°32'18" W	79.73'	Co5	6.94'	11.00'	36°07'44"	N 43°28'26" E	6.82'
Lo6	S 28°27'42" E	1,130.00'	Co6	42.25'	67.00'	36°07'44"	N 43°28'26" E	41.55'
Lo7	N 61°32'18" E	73.04'	Co7	90.15'	3,864.72'	0°20'12"	S 25°09'30" E	90.15'
Lo8	N 61°32'18" E	122.72'	Co8	42.25'	67.00'	36°07'44"	S 79°36'10" W	41.55'
Lo9	N 61°32'18" W	117.52'	Co9	6.94'	11.00'	36°07'44"	S 79°36'10" W	6.82'
Lo10	S 61°32'18" W	65.45'	Co10	18.17'	11.00'	94°39'58"	N 141°21'9" E	18.18'
Lo11	S 28°27'42" E	180.05'	Co11	52.40'	470.00'	06°23'14"	N 36°19'17" W	52.37'
Lo12	S 61°32'25" W	840.00'	Co12	57.13'	530.00'	06°10'33"	N 20°36'07" W	57.10'
Lo13	N 28°27'42" W	60.03'	Co13	16.34'	11.00'	85°07'21"	N 71°07'43" W	16.18'
Lo14	N 28°27'42" W	140.00'	Co14	18.15'	11.00'	86°11'04"	N 18°26'46" E	15.03'
Lo15	N 28°27'42" W	120.00'	Co15	66.95'	530.00'	07°14'16"	N 21°01'38" W	66.91'
Lo16	N 61°32'18" W	18.49'	Co16	52.40'	470.00'	06°23'14"	N 20°36'07" W	52.37'
Lo17	N 39°30'54" W	101.50'	Co17	18.17'	11.00'	94°39'58"	N 71°07'43" W	16.18'
Lo18	N 29°11'15" W	60.00'	Co18	66.97'	500.00'	07°34'15"	S 65°19'26" W	66.02'
Lo19	N 17°24'30" W	101.50'	Co19	145.23'	500.00'	16°38'30"	S 60°47'18" W	144.72'
Lo20	S 61°32'18" W	17.52'	Co20	79.16'	500.00'	09°04'15"	S 57°00'11" W	79.07'
Lo21	N 28°27'42" W	205.00'	Co21	115.30'	500.00'	13°12'46"	S 68°08'41" W	115.05'
Lo22	N 61°32'18" E	203.41'	Co22	230.61'	500.00'	26°25'33"	N 61°32'18" E	228.57'
Lo23	N 28°27'42" W	420.00'	Co23	115.30'	500.00'	13°12'46"	S 68°08'41" W	115.05'
Lo24	S 61°32'18" W	215.92'	Co24	96.46'	500.00'	11°03'12"	N 33°59'18" W	96.31'
Lo25	N 28°27'42" W	91.04'	Co25	91.46'	500.00'	10°28'49"	N 34°16'29" W	91.33'
Lo26	N 69°45'04" W	167.78'	Co26	101.46'	500.00'	11°37'35"	N 34°16'29" W	101.28'
Lo27	N 00°38'15" W	335.58'	Co27	96.46'	500.00'	11°03'12"	N 33°59'18" W	96.31'
Lo28	N 25°37'29" E	126.30'	Co28	17.28'	11.00'	90°00'00"	N 73°27'42" W	15.56'
Lo29	N 59°17'29" E	578.09'	Co29	17.28'	11.00'	90°00'00"	N 16°32'18" E	15.56'
Lo30	N 60°35'13" E	295.10'	Co30	17.28'	11.00'	90°00'00"	N 73°27'42" W	15.56'
Lo31	N 28°27'42" W	3.66'	Co31	17.28'	11.00'	90°00'00"	N 16°32'18" E	15.56'
Lo32	N 28°27'42" W	3.66'	Co32	5.91'	11.00'	30°48'41"	S 43°51'02" E	5.84'
Lo33	N 28°27'42" W	3.66'	Co33	27.23'	60.00'	25°59'53"	S 48°14'27" E	26.99'
Lo34	S 28°27'42" E	2.18'	Co34	49.18'	60.00'	47°12'23"	S 09°38'19" E	48.05'
Lo35	S 39°30'54" W	4.81'	Co35	21.10'	60.00'	20°08'42"	S 18°23'21" E	20.99'
Lo36	N 74°45'05" E	2.38'	Co36	51.47'	60.00'	49°08'44"	N 16°15'23" E	49.90'
Lo37	N 49°10'15" W	25.00'	Co37	65.39'	60.00'	62°26'42"	N 72°03'06" E	62.20'
Lo38	S 86°16'30" E	30.47'	Co38	65.39'	60.00'	02°20'05"	S 75°37'05" E	64.46'
Lo39	N 61°32'18" E	19.85'	Co39	8.46'	11.00'	44°05'06"	N 83°34'51" E	8.26'
Lo40	N 61°32'18" E	60.02'	Co40	8.46'	11.00'	44°05'06"	S 39°29'45" W	8.26'
Lo41	N 61°32'18" E	30.00'	Co41	140.41'	60.00'	134°09'04"	N 84°29'45" E	110.50'
Lo42	S 61°32'18" W	20.00'	Co42	86.95'	60.00'	83°01'49"	N 58°59'07" E	86.40'
Lo43	N 12°01'35" W	42.09'	Co43	53.46'	60.00'	51°03'16"	S 53°59'21" E	51.71'
Lo44	N 28°27'42" W	60.00'	Co44	17.28'	11.00'	90°00'00"	S 73°27'42" E	15.56'
Lo45	S 76°02'07" E	36.35'	Co45	17.28'	11.00'	90°00'00"	S 73°27'42" E	15.56'
Lo46	S 28°27'42" E	78.43'	Co46	17.28'	11.00'	90°00'00"	S 73°27'42" E	15.56'
			Co47	101.50'	530.00'	10°58'21"	S 53°48'42" W	101.34'
			Co48	71.36'	470.00'	00°53'48"	S 48°46'26" W	71.36'
			Co49	70.76'	470.00'	08°37'32"	S 53°32'06" W	70.69'
			Co50	70.07'	470.00'	08°32'50"	S 62°07'07" W	70.02'
			Co51	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co52	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co53	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co54	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co55	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co56	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co57	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co58	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co59	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co60	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co61	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co62	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co63	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co64	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co65	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co66	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co67	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co68	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co69	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co70	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co71	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co72	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co73	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co74	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co75	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co76	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co77	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co78	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co79	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co80	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co81	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co82	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co83	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co84	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co85	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co86	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co87	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co88	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co89	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co90	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co91	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co92	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'
			Co93	68.59'	470.00'	08°21'43"	S 70°34'13" W	68.51'

GENERAL NOTES.			
CORNERS WILL BE SET UP ON COMPLETION OF CONSTRUCTION OF UTILITIES.			
WATER DELIVERY SERVICE WITHIN SUBDIVISION WILL BE BY NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.			
UTILITY LOCATIONS ARE OF VISIBLE EVIDENCE OBSERVED BY THE SURVEYOR DURING FIELD VISITS. SURVEYOR PROVIDES NO WARRANTY AS TO THE EXTENT OF UNDERGROUND UTILITIES FOR THIS SITE.			
BEFORE DIGGING IN THIS AREA, CALL "TEXAS ONE-CALL" 1-800-455-6005 FOR FIELD LOCATIONS (QUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES.			
DRAINAGE/UTILITY EASEMENT (DUE) IS ONLY REQUIRED, AS NECESSARY, TO SHOW ANY EXISTING/FUTURE EASEMENTS OR DRAINAGE EASEMENTS TO HELP WITH THE FLOW OF WATER OR PLACEMENT OF EASEMENTS.			
THIS COUNTY AND CITY OF VENUS WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE EASEMENTS OR EASEMENT AREAS.			
COMPLAIN STATEMENT.			
PORTION OF THIS PLAT LIES WITHIN FEMA'S 100 YEAR FLOODPLAIN-ULTIMATE FLOWS, FLOOD INSURANCE RATE MAP REFERENCE NUMBER: 1708000			





Page 93 of 130



APEX Land Surveying
TIPPLS Firm Registration
No. 101941-30
214 Wapiti Drive
Arlington, TX 76010
(817) 955-6851

GENERAL NOTES

- LOT CORNERS WILL BE SET UP ON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
- POSTAL DELIVERY SERVICE WITHIN SUBDIVISION WILL BE BY NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
- UTILITY LOCATIONS ARE OF VISIBLE EVIDENCE OBSERVED BY THE SURVEYOR DURING FIELD VISITS. SURVEYOR PROVIDES NO WARRANTY AS TO THE EXTENT OF UNDERGROUND UTILITIES FOR THIS SITE.
- BEFORE DIGGING IN THIS AREA, CALL "TEXAS ONE-CALL" 1-800-545-6005 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES.
- A DRAINAGE/UTILITY EASEMENT (DUE) IS ONLY REQUIRED, AS NECESSARY, TO SHOW ANY EXISTING/FUTURE EASEMENTS OR DRAINAGE EASEMENTS TO HELP WITH THE FLOW OF WATER OR PLACEMENT OF EASEMENTS.
- ELLIS COUNTY AND CITY OF VENUS WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE EASEMENTS OR DETENTION AREAS.
- THIS DEVELOPMENT IS CONTINGENT ON THE CONSTRUCTION AND ACCEPTANCE, OF THE PUBLIC IMPROVEMENTS OF PHASE 1A
- THIS PROJECT WAS LAST SURVEYED ON THE GROUND ON 5/14/2021.

FLOODPLAIN STATEMENT:

A PORTION OF THIS PLAT LIES WITHIN FEMA'S 100 YEAR FLOODPLAIN-ULTIMATE FLOWS, FLOOD INSURANCE RATE MAP NUMBER 48139C0300F, FIRM:480798 PANEL:300F, PUBLISHED AND EFFECTIVE JUNE 03, 2013, "ZONE A" AND "ZONE X".

FLOOD STUDY BY M. EVANS CONSULTING, LLC, DATED 04/07/20

FLOOD INFORMATION PROVIDED HEREON IS BASED ON SCALING THE LOCATION OF THE SUBJECT TRACT ON THE FLOOD INSURANCE RATE MAPS. THE INFORMATION SHOULD BE USED TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS. WE ARE NOT RESPONSIBLE FOR THE F.I.R.M.'S ACCURACY.

PHASE 1A LOTS TABLE				
Lot	Block	Acres	SQ. FT.	
2	2	0.1733	7551	
3	2	0.1716	7476	
4	2	0.1732	7544	
5	2	0.174	7581	
6	2	0.2606	11350	
7	2	0.349	15201	
8	2	0.2262	9852	
9	2	0.1784	7772	
10	2	0.1797	7826	
11	2	0.1809	7880	
12	2	0.1822	7935	
13	2	0.1787	7784	
14	2	0.534	23263	
15	2	0.4656	20280	
16	2	0.1908	8310	
17	2	0.1928	8400	
18	2	0.1928	8400	
19	2	0.241	10500	
20	2	0.1925	8386	
21	2	0.2007	8744	
22	2	0.1982	8633	
23	2	0.1889	8228	
24	2	0.1889	8228	
25	2	0.1889	8228	
26	2	0.2361	10285	
27	2	0.1889	8228	
28	2	0.1889	8228	
29	2	0.1889	8228	
30	2	0.2361	10285	

PHASE 1A LOTS TABLE				
Lot	Block	Acres	SQ. FT.	
31	2	0.1889	8228	
32	2	0.214	9323	
33	2	0.2388	10404	
34	2	0.2142	9333	
35	2	0.1929	8401	
36	2	0.1927	8392	
37	2	0.5664	24467	
38	2	0.2846	12396	
39	2	0.2858	12450	
40	2	0.462	20125	
5	3	0.2038	8880	
6	3	0.2039	8883	
7	3	0.2153	9380	
8	3	0.2318	10096	
9	3	0.206	8974	
10	3	0.1928	8400	
2	4	0.1928	8400	
7	4	0.1928	8400	
8	4	0.1925	8384	
9	4	0.2169	9450	
10	4	0.2169	9450	
11	4	0.2289	9971	
12	4	0.1922	8374	
1	5	0.206	8974	
2	5	0.1714	7466	
3	5	0.1714	7466	
4	5	0.2543	11079	
5	5	0.252	10977	
6	5	0.2298	10010	

PHASE 1A LOTS TABLE				
Lot	Block	Acres	SQ. FT.	
7	9	0.2066	9000	
9	9	0.2303	10031	
28	15	0.3722	16212	
29	15	0.235	10238	
30	15	0.226	9845	
31	15	0.2514	10950	
32	15	0.241	10500	
33	15	0.2479	10800	
34	15	0.2342	10200	
35	15	0.2169	9450	
36	15	0.2066	9000	
37	15	0.1997	8700	
38	15	0.1928	8400	
39	15	0.1928	8400	
40	15	0.1997	8700	
41	15	0.2338	9750	
42	15	0.2511	10939	
43	15	0.1928	8400	
44	15	0.2098	9139	
45	15	0.2266	14225	
46	15	0.4026	17538	
47	15	0.4057	17673	
48	15	0.4689	19804	
49	15	0.4689	19804	
50	15	0.1673	7287	
50	15	0.1637	7130	

PHASE 1A LOTS TABLE				
Lot	Block	Acres	SQ. FT.	
51	15	0.1611	7018	
52	15	0.1588	6918	
53	15	0.2684	16046	
54	15	0.3007	13098	
55	15	0.4184	18227	
1	16	0.2296	10001	
2	16	0.1720	7492	
3	16	0.1722	7500	
4	16	0.1722	7500	
5	16	0.1722	7500	
6	16	0.1722	7500	
7	16	0.1722	7500	
8	16	0.2009	8750	
9	16	0.2009	8750	
10	16	0.1722	7500	
11	16	0.1722	7500	
12	16	0.1722	7500	
13	16	0.1722	7500	
14	16	0.1722	7500	
15	16	0.1722	7500	
16	16	0.2060	8972	

BRAHMAN RANCH PHASE 2

BEING A 53.94 ACRES (2,349,582 SQ.FT.)
TRACT OF LAND OUT OF
THE J.E. MCQUATTER SURVEY, ABSTRACT NO. 781,
S.B. PRICE SURVEY, ABSTRACT NO. 860,
JAMES BATEMAN SURVEY, A-103, AND
THE JESSE JACKSON SURVEY, A-560,
CITY OF VENUS, ELLIS COUNTY, TEXAS.

REV	DATE	BY	DESCRIPTION

PROJECT: Brahman Ranch Phase-1a, 19a2	DRAWN BY: CR	DATE: 8/14/2022
FIELD CREW: CRW	SCALE: 1"=100'	SHEET 4 OF 5

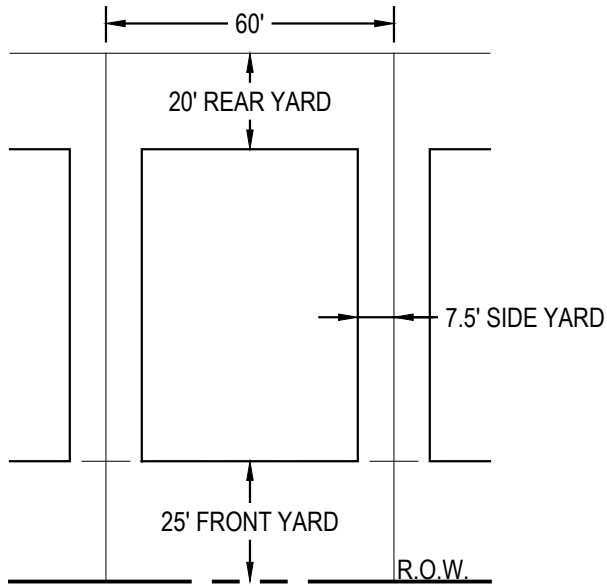
FILED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF ELLIS COUNTY, TEXAS.

CABINET _____ PAGE _____ DATE _____, 2022.

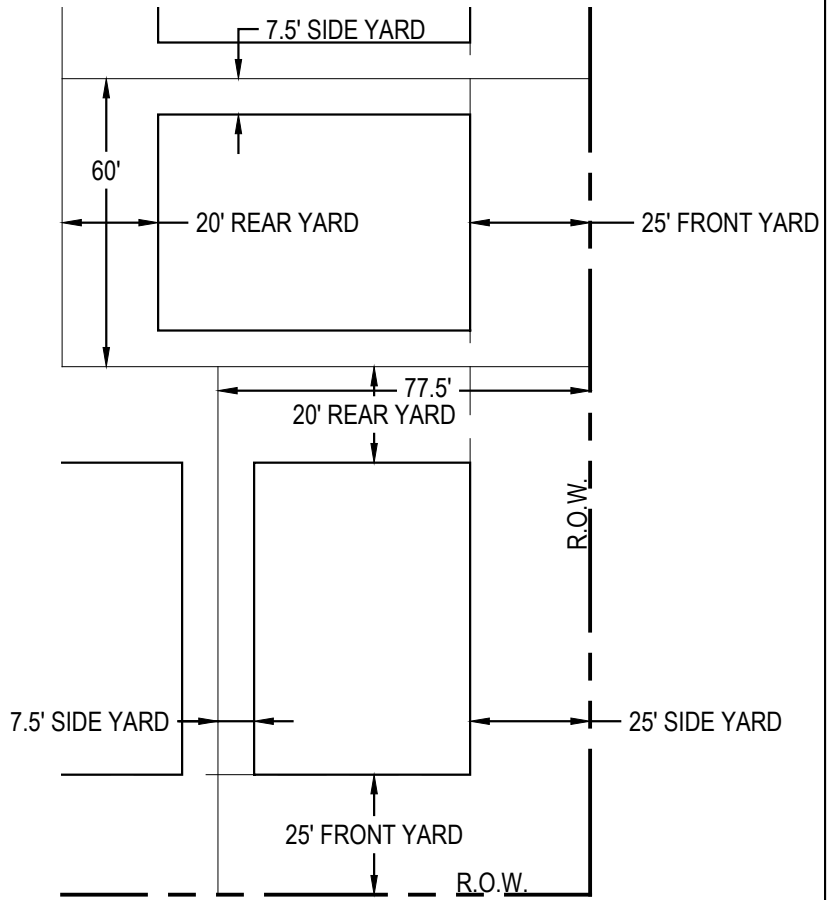
ENGINEER:
Melissa Lopez, P.E. No. 133567
TIPPLS Firm No. F-22386
5940 S. WEST MOORE CREEK RD.
LANE, OK, 74555, (972) 415-6143

OWNER AND DEVELOPER:
MISKOMIN MANAGEMENT I, LLC,
RICHARD K. MISKOMIN AND SHERI R. MISKOMIN,
AND FALLS CREEK LAND & CATTLE, LLC,
5940 S. WEST MOORE CREEK RD.
LANE, OK, 74555, (972) 415-6143

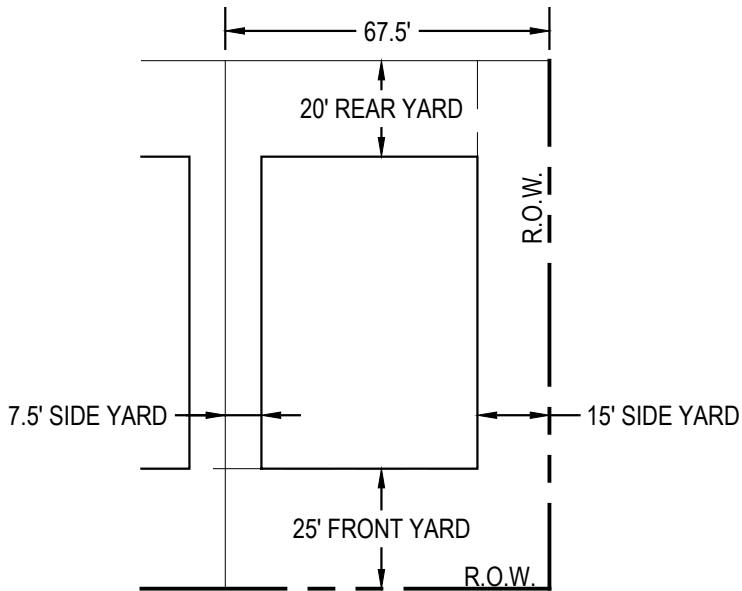
REV	DATE	BY	DESCRIPTION



TYPICAL LOT DETAIL
N.T.S.



TYPICAL CORNER KEY LOT DETAIL
N.T.S.



TYPICAL CORNER LOT DETAIL
N.T.S.

Lot Width (ft):	60
Setback Yard Requirements - Main Structures	
Minimum Front Yard (ft):	25
Minimum Side Yard (ft):	7.5
Minimum Rear Yard (ft):	20
Minimum Side Yard - Corner Lot (ft):	15
Minimum Side Yard - Key Lot (ft):	25
Maximum Lot Coverage of Buildings:	60%
Height of Structures (Maximum)	
Main Structures (ft):	35

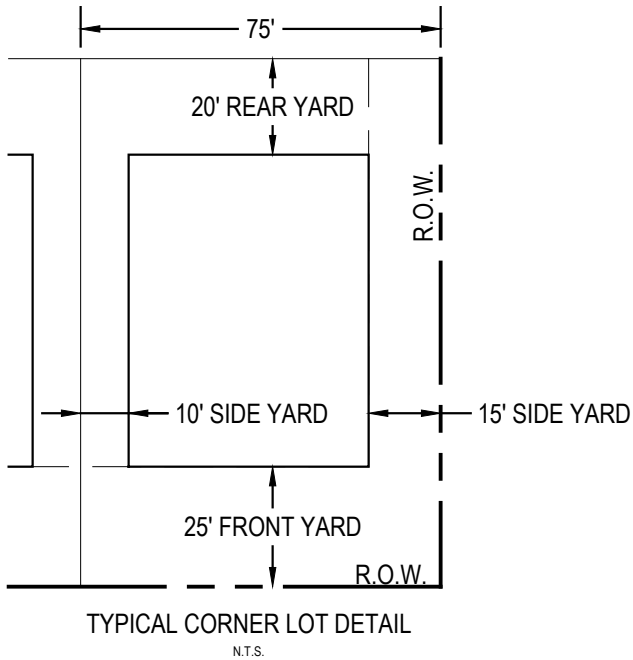
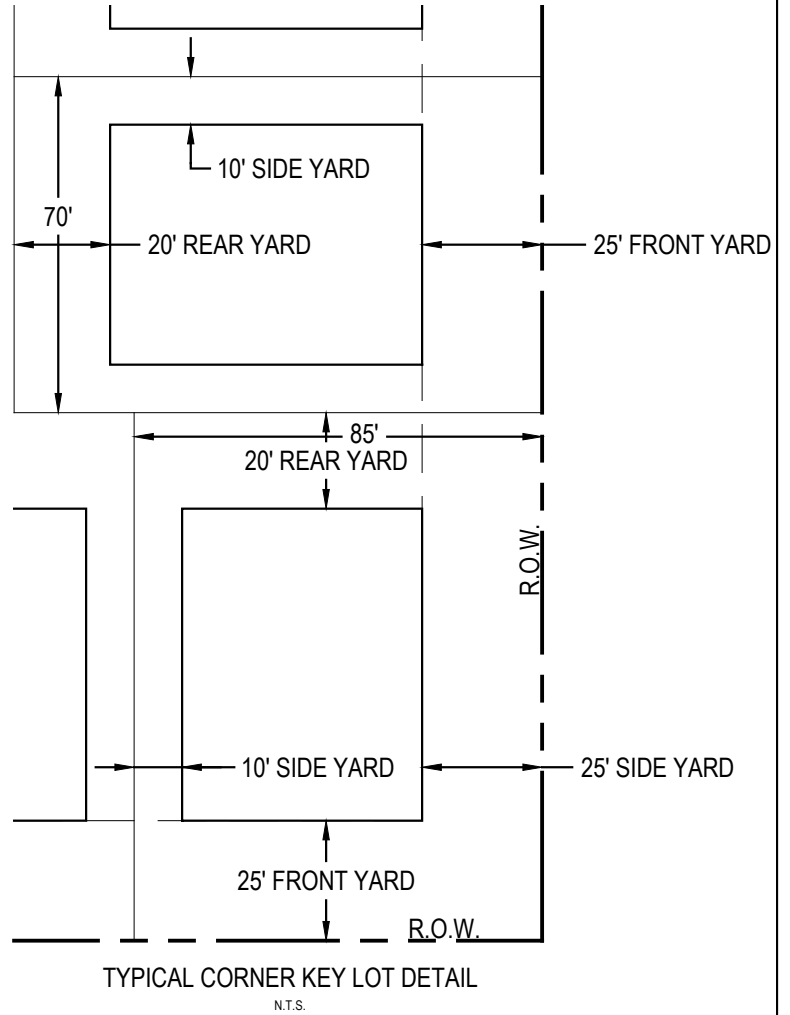
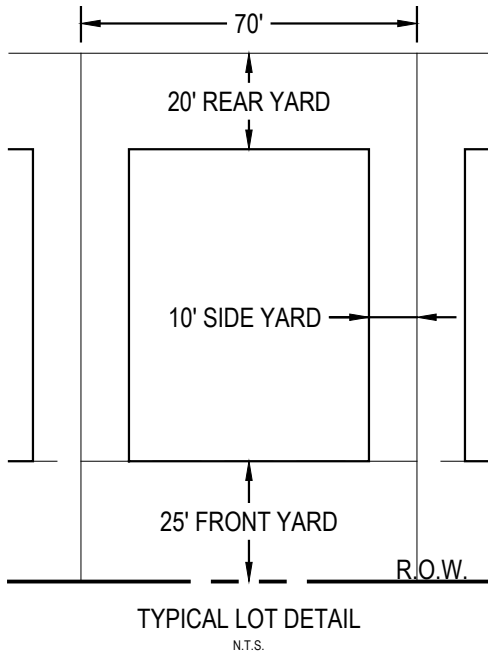
SHEET:
2 OF 2

SCALE:
N.T.S.

DATE:
8/23/2022

BRAHMAN RANCH 1
LOT DETAIL EXHIBIT - 60'

MISKIMON MANAGEMENT I, LLC
5940 S. WEST MCGEE CREEK RD.
LANE, OK 74555
TBPE FIRM NO. F-22396



Lot Width (ft):	70
Setback Yard Requirements - Main Structures	
Minimum Front Yard (ft):	25
Minimum Side Yard (ft):	10
Minimum Rear Yard (ft):	20
Minimum Side Yard - Corner Lot (ft):	15
Minimum Side Yard - Key Lot (ft):	25
Maximum Lot Coverage of Buildings:	60%
Height of Structures (Maximum)	
Main Structures (ft):	35

SHEET:
1 OF 2

SCALE:
N.T.S.

DATE:
8/23/2022

BRAHMAN RANCH 1
LOT DETAIL EXHIBIT - 70'

MISKIMON MANAGEMENT I, LLC
5940 S. WEST MCGEE CREEK RD.
LANE, OK 74555
TBPE FIRM NO. F-22396



RESOLUTION #13-2022-09

WHEREAS, the City Council and Mayor of the City of Venus finds it in the best interest of the citizens of Venus, that the Venus Police Department Bullet-Resistant Shield Program be operated for the 2023 (Year); and

WHEREAS, the City Council and Mayor of the City of Venus agrees to provide applicable matching funds for the said project as required by Public Safety Office Bullet-Resistant Shield grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that the City Council and Mayor of the City of Venus approves submission of the grant application for the Bullet-Resistant Shield Program to the Office of the Governor.

Grant Number: 46143001 Bullet Resistant Shield Program FY2023

Passed and Approved this _____ day of _____ 2022.

CITY OF VENUS

James L. Burgess, Mayor

ATTEST:

Callie Green, City Secretary



**CONTRACT FOR PROVIDING FIRE
EXTINGUISHMENT AND EMERGENCY SERVICES
WITH A MUNICIPALITY**

**THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §**

This **CONTRACT FOR PROVIDING FIRE EXTINGUISHMENT AND OTHER EMERGENCY SERVICES** hereinafter called Contract, effective as of the 1st day of October, 2022 by and between **JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, hereinafter referred to as “DISTRICT”, a political subdivision of the State of Texas organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775, Texas Health and Safety Code, hereinafter called the “Act”, and the **CITY OF VENUS**, hereinafter called “Department”, duly organized and operating under the laws of the State of Texas;

Witnesseth:

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

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

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

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

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

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

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

ARTICLE I **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
REPRESENTATIONS AND WARRANTIES

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

1. The DISTRICT is a duly constituted political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act and has the authority to enter into this Contract and the transactions contemplated hereby and to carry out its obligations hereunder.
2. The DISTRICT is not in default under or in violation of the Constitution and/or laws of the State of Texas relevant to the consummation of the transactions contemplated by this contract and has authorized the execution and delivery of this Contract.

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

1. The DEPARTMENT, through the City, is validly existing and in good standing, and shall at all times remain so during the term of this Contract.
2. The DEPARTMENT, through the City, has full power and authority to execute and deliver this Contract and has, by proper action, duly authorized the execution and delivery of this Contract.
3. Neither the execution nor delivery of this Contract, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms or conditions of this Contract conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the DEPARTMENT is now a party or by which it is bound, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of the DEPARTMENT.
4. The DEPARTMENT shall provide the EMERGENCY SERVICES called for by this Contract, including, but not limited to, the fighting and extinguishment of fire and the provision of other emergency services to the Service Area, including, but not limited to, First Responder Emergency Medical Services. The Contract also recognizes the DEPARTMENT'S ability to provide and receive Mutual Aid, Automatic Aid, or other aid to/or from other emergency service organizations as deemed necessary by the DEPARTMENT or DISTRICT. The DISTRICT reserves the right to be informed of any mutual, automatic, or other aid agreements between the DEPARTMENT and agencies outside the DISTRICT contractors. EMERGENCY SERVICES shall be provided by the DEPARTMENT. The DEPARTMENT shall be required to respond to a minimum of 80% of the calls for assistance that it is dispatched

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

5. The DEPARTMENT warrants and represents that it shall comply faithfully with all provisions of the Act and all other local, state, or federal laws, rules, or regulations applicable to the DEPARTMENT and its duties under this Contract, and further shall, throughout the term of this Contract, be in compliance with all properly adopted DEPARTMENT and DISTRICT policies currently in effect.
6. The DEPARTMENT shall participate in a recognized Training Program that is substantially equal to the Texas Commission on Fire Protection and or State Fireman's and Fire Marshal's Association testing and skills verifications.
8. The DEPARTMENT shall ensure that personnel have the following minimum training.

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

6. All personnel responding on EMS calls shall have:

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

Proctors for testing shall be authorized by Medical Director.

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

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

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

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

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

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

ARTICLE III **SERVICES TO BE PROVIDED**

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

Section 3.02 Non-Exclusive Agreement – The DEPARTMENT hereby acknowledges and agrees that its primary responsibilities are to its assigned Service Area. However, in order to ensure to the greatest extent practical that there will be sufficient facilities and emergency resources available to the DISTRICT, the parties acknowledge that the DEPARTMENT may enter into Mutual Aid Agreements or other agreements with other

non-DISTRICT emergency services organizations, fire departments, or municipalities in the area for provision of Emergency Services. The DISTRICT may also make agreements for service with other agencies or directly provide DISTRICT resources for the provision of emergency services in the Service Area.

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

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

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

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

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

of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described in this Contract is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

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

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

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

ARTICLE IV **INSURANCE AND INDEMNIFICATION**

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

1. The DEPARTMENT agrees to carry public liability insurance with respect to the facilities through the Texas Municipal League Insurance Risk Pool or with one or more insurance companies licensed in the State of Texas in the minimum amount required by Texas Law for death, bodily injury or property damage.
2. The DEPARTMENT agrees to carry errors and omissions, general liability and other insurance necessary for its operations and for any and all risks that may be necessary in its operations as a Texas Non-Profit Corporation or an emergency services organization.
3. Each insurance policy provided for in this Contract shall be in the name of the DEPARTMENT or City as the named insured and the DISTRICT as an additional insured.
4. If said insurance is not provided the DEPARTMENT will be considered in breach of contract. All payments made by the DISTRICT to the

DEPARTMENT shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract.

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

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

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

ARTICLE V

PAYMENTS BY DISTRICT

Section 5.01 Methods of obtaining Funds from the District –

1. Payment for Services – The length of this Contract will be from October 1, 2022 through September 30, 2023. After meeting its obligations for operating expense, debt service and establishment of a reserve fund, and other costs and expenses as determined by the DISTRICT, the DISTRICT shall annually compensate the DEPARTMENT for the services provided by the DEPARTMENT in the amount of **\$ 190,078.80** will be payable in monthly installments on or before the 25th of each month. All funds to be provided hereunder shall be from current funds only, and the DISTRICT reserves the right to withhold any payment or appropriation of the above amount if the DEPARTMENT is in breach of this Contract and reserves its right of non-appropriation.
2. The DEPARTMENT may be eligible to receive additional funding through the District's Incentive Program (Appendix B).
3. Advance Funding – As unbudgeted or emergency needs arise; the DEPARTMENT may submit a proposal in writing to the DISTRICT for advance funding. The proposal shall itemize the proposed expenses, but final approval of the proposal shall be decided by the DISTRICT on the basis of need and available funds.
4. Pursuant to Section 775.073, Texas Health & Safety Code, and other applicable law, it is understood and agreed by the parties that any funds allocated by the DISTRICT to the DEPARTMENT are for maintenance and operation expenses only in the provision of the Fire and EMS Services set forth herein, and the DEPARTMENT, unless otherwise agreed to by the parties hereto in writing, shall not use any DISTRICT Funds for the purchase, lease, or acquisition of any real or personal property, and any real or personal property of the DEPARTMENT shall remain the sole property of the DEPARTMENT unless District funds are used to purchase, lease, or

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

5.02 **Radio User Fees** the DISTRICT will pay radio user fees for up to twenty-four ((24)) radios for the DEPARTMENT. Any user fees above twenty-four ((24)) for the DEPARTMENT shall be solely the responsibility of the DEPARTMENT. Payment of radio use fees in excess of twenty-four ((24)) per DEPARTMENT will be in reduction of the DISTRICT'S contractual payments hereunder for Emergency Services provided by the DEPARTMENT, unless otherwise paid for by the DEPARTMENT with proof of payment submitted by the DEPARTMENT to the DISTRICT. The 2022-23 radio user fee is set at \$22.66 per radio per month, or \$271.92 annually, and any other fees or amounts will be borne by the DEPARTMENT as set follows: for twenty-four (24) radios or less, the DISTRICT pays the radio user fees, and for each additional radio, DEPARTMENT shall pay \$271.92 per radio per year as set forth herein.

ARTICLE VI

ASSIGNMENT AND MODIFICATION

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

ARTICLE VII

MISCELLANEOUS

Section 7.01 Compliance with Applicable Regulations – The DEPARTMENT shall observe and comply, where applicable, with all Federal, State, County, DISTRICT, and City laws, rules, ordinances, regulations, and policies in any manner affecting the conduct and provision of the Emergency Services herein provided and the performance of all obligations undertaken by the DEPARTMENT under this Contract.

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

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

Section 7.03 Reports and Other Information –

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

Section 7.04 Badge Identification- Each DEPARTMENT shall insure that each of its members has a current identification card approved by the DISTRICT. Each member of the DEPARTMENT is required to have in their possession the DEPARTMENT

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

Section 7.05 Term of Contract – This Contract shall be for a period of twelve (12) months commencing on the 1st day of October of 2022 and ending at 12:00 midnight on September 30, 2023. It is understood by the DEPARTMENT and DISTRICT that the DISTRICT shall prepare a new contract so that it may be signed on or before September 30, 2023.

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

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

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

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

Section 7.08 Rights on Termination – To the extent permitted by law, upon termination of the Contract, all rights and obligations of the Parties accruing prior to the

date of termination shall remain in full force and effect, including without limitation the distribution of Payments by the DISTRICT, as provided by Article V hereof, pro rata to the date of termination, subject to appropriation by the DISTRICT.

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

If to the **DISTRICT**:

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

If to the **DEPARTMENT**:

VENUS FIRE DEPARTMENT
101 W 3RD ST
VENUS, TX 76084

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

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

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

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

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

Section 7.(24) Status of Parties Relationship – Nothing in this Contract shall be construed to make either party the partner or joint venture of or with the other party. It is further agreed that in the performance of all obligations undertaken by this Contract, the DEPARTMENT is an independent contractor with the right to supervise, manage, control and direct the performance of Emergency Services in accordance with DISTRICT, state and federal statutes, laws, rules, policies and regulations. By entering

into this Contract, the DISTRICT does not waive, nor shall it be deemed to waive any rights, defenses, or immunities it may have under any applicable federal or state statute, law, rule or regulation. Any rights that the DEPARTMENT may have under this Contract may not be assigned without the express written permission of the DISTRICT.

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

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

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

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

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

Contract Affidavit

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

Signed this _____ day of _____, 2022.

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

By: _____
Gerald Miller, President

Sworn and subscribed to me this _____ Day of _____, 2022.

SEAL

Notary Public, State of Texas

ATTEST:

BY: _____
Phil Williams, Secretary

Sworn and subscribed to me this _____ Day of _____, 2022.

Notary Public, State of Texas

SEAL

Contract Affidavit

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

Signed this _____ Day of _____, 2022

VENUS FIRE DEPARTMENT
101 W 3RD ST
VENUS, TX 76084

BY: _____
Mayor or other Authorized Representative

Printed Name

Sworn and subscribed to me this _____ Day of _____, 2022.

Notary Public, State of Texas

SEAL

ATTEST:

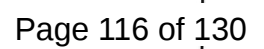
BY: _____
City Secretary

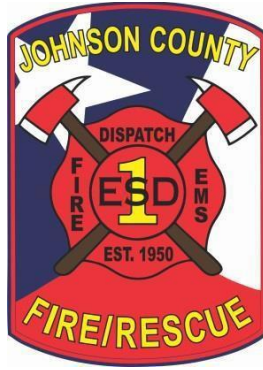
Printed Name

Sworn and subscribed to me this _____ Day of _____, 2022.

Notary Public, State of Texas

SEAL





Johnson County ESD No.1

2451 Service Drive
Cleburne, Texas 76033

APPENDIX B

FY2022-2023 Incentives Available To Service Providers that make 40 or more calls for prior contracted year.

All Incentive Programs are dependent on available funding and may be modified or discontinued by the Board at any time.

Service Incentives - NON – MUNICIPALITY ONLY

100% = 100%

99% = 99%

98% = 98%

97% = 97%

96% = 96%

95% = 95%

Etc.... to 80%, below 80% will result in zero incentive pay for month.

Incentive payments earned will be included with the contract payment immediately following.
October 2022 payment will be from September 2022 run information.

DNR's will follow Johnson County ESD # 1 policy 504.0 – DNR

Grant Match Consideration for EQUIPMENT and TRAINING ONLY

This Incentive is meant to encourage JCESD Contracted Fire departments to apply for grants to acquire

equipment or training needs. The ESD will consider covering a portion of matching funds for grant, (25% not exceed \$5,000.00). Fire Departments will only be eligible for this assistance once during a fiscal year. Reimbursement request with appropriate paperwork must be received and approved by Fire Commissioners by August 31, 2022.

To access this incentive from the JCESD a department must:

- Successfully apply and receive the grant
- Match the department portion of the expenditure
- Receive the equipment/services
- Provide copies of the cancelled checks for the matching portion
- Provide copies of the successful grant letter
- Provide quotes/receipts for equipment/services purchased
- Make presentation of departmental request to the ESD Board at a Regular Meeting
 - presentation should include justification and benefit to the department and the ESD

ISO Testing Reimbursement

The ESD will reimburse Contracted Fire departments for ISO Annual testing of Pumps, Hose and Ladders a maximum of \$3,000.00 per Fire department. Within 60 days, a copy of invoice and proof of payment will be required for reimbursement from JCESD. Reimbursement request with appropriate paperwork must be received and approved by Fire Commissioners by August 31, 2022.

FD Emergency Repair

In the event of catastrophic loss or large repair bill, a JCESD Contracted Fire department may submit a request for financial assistance (up to 25%, not to exceed \$5,000.00 dollars) to prevent sustained loss of equipment. Examples to utilize this incentive include aid to a department that loses an engine, drive-train, transmission, pump, or another large-ticket repair item. Fire Departments will only be eligible for this assistance once during a fiscal year. Reimbursement request with appropriate paperwork must be received and approved by Fire Commissioners by August 31, 2022.

The department experiencing the loss/repair costs should submit a letter of request to the ESD Board for reimbursement and present it at a Regular Scheduled ESD Meeting. The letter should include:

1. Nature of the damage, loss or repair necessary
2. Written documentation on what caused the need for repair
3. Written documentation plan on how to prevent damage/loss in future
4. How the department will be adversely affected without the equipment
5. How the department will not be able to fulfill its contractual obligation as a service provider for the ESD without the repair/replacement
6. The approximate costs for the repair/replacement
7. Timeline and plan for verification to ESD of work performed
8. Name and Address of Department
9. Contact information for department member in charge of the project

Training Division Tuition Grant program

Tuition will be waived for members of JCESD Contracted Fire departments for approved courses per contract offered by Training Division upon approval by the Executive Director. Departments must submit a Tuition Waiver form. Upon approval ESD staff will coordinate with Training Division to enroll the approved member(s) into the course(s). This grant is on a first come first served basis until the grant funds are expended for the current year.

PLACE 6

- ☐ **Allison Heyward.** Councilmember for the City of Schertz (Region 7) since 2018. She also serves as the Mayor Pro Tem. Mrs. Heyward was appointed to represent the Texas Municipal League Board of Directors as an ex-officio non-voting member of the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool. She earned a Bachelor's Degree in Accounting from Texas Southern University in 1990 and is a 2020 graduate of the Chamber Leadership Core Program. She is a TML Leadership Fellow, a Certified Municipal Officer (CMO), as well as a member of the TMRS Advisory Board on Benefit Design.
- ☐ **Kimberly Meismer.** Assistant City Manager for the City of Kerrville (Region 7). Ms. Meismer has over 25 years of public service, which includes serving Kerrville and La Porte. She earned a Master's Degree in Public Administration from the University of Texas at Arlington and a Bachelor's Degree in Human Resource Management from Columbia Southern University. She is a member of TCMA and serves on the Ethics Committee as the Region 8 Representative. She is also serving a second year as the Chair of the Ethics and Integrity Award subcommittee.

WRITE IN CANDIDATE:

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 6 – 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2022. Ballots received after September 30, 2022, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 7

- ☐ **Mary Dennis** (Incumbent). Mayor for the City of Live Oak (Region 7) since 2010. Mayor Dennis has served on the TML Risk Pool Board since 2018. She is currently Vice-Chair of the TML Risk Pool Board, and on October 1, 2022, will begin a two-year term as Chair. Among her numerous civic activities are serving as 2016/2017 President for the Texas Municipal League, 2021-2023 NLC Board Director, Treasurer of the Greater Bexar County Council of Governments, Chair of the Judson ISD Facilities Committee, Chair of the Bexar County Suburban Cities Committee, and President of the Live Oak Economic Development Corporation. She is also a 2019 Inductee of the San Antonio Women's Hall of Fame and the 2019 San Antonio Women's Chamber of Commerce "Comet Award."
- ☐ **James A. Douglas, Ph.D.** City Councilmember for the City of Kenedy (Region 7). Dr. Douglas is a current criminal justice instructor at Kenedy ISD. He is a national Law and Public Safety Education Network (LAPSEN) Honor Teacher who, along with some of his students, recently participated in the Washington, D.C. National Academy of Law and Justice. The LAPSEN Honor Teachers were identified from a national application process to identify educators with a passion for law and justice, excellence in leadership and teaching.
- ☐ **Rebecca (Becky) Haas.** Mayor of Richmond (Region 14). Mayor Haas is a business-owner in the historic downtown district of Richmond. She is a direct descendant of one of Stephen F. Austin's first settlers in Texas who are known as the Old Three Hundred. She is Chaplain for and a charter board member of the Descendants of Austin's Old Three Hundred organization. She is passionate about Texas history, a member of the Fort Bend County Historical Commission, a former member of the Richmond Historical Commission, a member of the Fort Bend County Museum, a board member of the Black Cowboy Museum, member of Historic Richmond Association, and is a Fort Bend Docent.
- ☐ **James Hotopp.** City Manager for Weatherford (Region 8) since 2019. Mr. Hotopp joined the City in 2007 as its Director of Water/Wastewater and Engineering and served the City in several capacities, including Utility Engineer, Director of Planning and Development, and Assistant City Manager. He serves as a voting member of Region C Water Planning Group for Texas, which prepares a regional water plan for a 16-county group in North Texas. Mr. Hotopp is a member of the North Texas City Manager's Association, the North Texas Commission, and a board member of the Texas Public Power Association. Previously, he worked in consulting engineering where he designed water treatment plants, wastewater treatment plants, water pump stations, wastewater lift stations, and distribution/collection lines.

WRITE IN CANDIDATE:

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 6 – 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

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PLACE 8

- ☐ **Chris Coffman.** City Manager of Granbury (Region 8). Mr. Coffman has 24 years in public management. He has served as City Manager for Sealy, Borger, the Village of Timbercreek Canyon, and Panhandle. He has also served as the Director of Local Government Services of the Panhandle Regional Planning Commission and served as Interim City Manager for the Cities of Fritch and Stratford. During his time at the Panhandle Regional Planning Commission, he served 26 counties and 62 cities in the Panhandle. He is a past President of the TCMA. Mr. Coffman holds a Bachelor of Science Degree in Public Administration from West Texas A&M University and has a Certified Public Manager designation through Texas Tech University.
- ☐ **Brett Haney.** City Administrator for the City of Cockrell Hill (Region 13) since 2015. Mr. Haney has been with Cockrell Hill since 2006 and was promoted to Assistant City Administrator in 2011. He is originally from Southern California and moved to North Texas in 2000. Mr. Haney earned Bachelor of Applied Arts and Sciences and Master of Public Administration degrees from the University of North Texas. He is a member of TCMA and currently serves on the Public Policy Committee and has served on the TCMA Advocacy Committee in recent years. He is very active as Cubmaster and Den Leader for Cub Scout Pack 717 in Keller, Texas.
- ☐ **Mike Land.** City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainesville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land has served on the International City/County Management (ICMA) Board of Directors, ICMA's Advisory Board on Graduate Education, Texas A&M University's Development Industry Advisory Council, School Board Trustee for Gainesville Independent School District, and President of TCMA. Currently, he serves on the Texas Women's Leadership Institute Advisory Board and the UTA MPA Advisory Board.
- ☐ **Marian Mendoza.** City Administrator for the City of Helotes (Region 7) since 2020. Ms. Mendoza has held positions with the City of Alamo Heights, as Assistant to the City Manager (2005-2020), and with the City of San Antonio as a Management Analyst (2003-2005). Previously she served as a Director overseeing homeless transition housing programs for the Salvation Army. She also serves as the Ex-Officio Board Member of the Helotes Economic Development Corporation. Ms. Mendoza earned a Bachelor's Degree from St. Mary's University and is part of the Certified Public Management program at Texas State University. She is a member of the ICMA, TCMA, and the International Hispanic Network.
- ☐ **Louis R. Rigby.** Mayor of the City of La Porte (Region 14) since 2010. Mayor Rigby previously served as the District 5 Councilperson from 2004 until 2010, before being elected Mayor. He is a member and past Director of the La Porte-Bayshore Chamber of Commerce and has held the offices of Treasurer, Vice-President, and President of the Harris County Mayors and Councils Association. He graduated from San Jacinto College and the University of Houston before earning an MPA from the University of Houston-Clear Lake. Mayor Rigby served in the U.S. Airforce from 1968-1972. He has actively advocated for the La Porte region on issues including heavy haul and solutions for hurricane damage and management.

WRITE IN CANDIDATE:

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

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PLACE 9

- ☐ **Barry Beard.** Commissioner for the City of Richmond (Region 14) since 2016. Mr. Beard retired from Moody National Bank where he was the Senior Vice President. He has served on many civic and community boards. He was President of the Board for Oak Bend Hospital, past Chair of the Central Fort Bend Chamber Alliance, past Chair of Arc of Fort Bend, Congressman Olson's Service Academy Interview Committee and Fort Bend Partnership for Youth. He also served on the original Richmond Charter Commission, Richmond Parks Commission, Richmond Development Corporation, Richmond Historical Commission, Richmond Comprehensive Planning Advisory Committee, and the Richmond Rosenberg Local Government Corporation.
- ☐ **Stephanie Fisher.** Councilmember for Johnson City (Region 7). In 2021, she was appointed as the Johnson City representative to the General Assembly of the Capital Area Council of Governments. The Executive Committee of the Capital Area COG appointed her to represent the COG on the Unified Scoring Committee of the Texas Department of Agriculture's Community Block Grant program. She serves on the Board of Directors for the Hill Country 100 Club and the Johnson City Community Education Foundation. She also is the Commissioner for the Johnson City Youth Football program and sits on an advisory committee for the Johnson City Youth Sports Association. She is active in her church, as well as multiple activities within Johnson City ISD, and is a member of the Blanco County Eclipse Task Force.
- ☐ **Carl Joiner.** Mayor for the City of Kemah (Region 14) since 2015. Prior to that, he served as a Kemah City Councilmember for three years. He has served as President of the Kemah Community Development Corporation, Chairman of the Bay Area Houston Transportation Partnership, member of the Convention and Visitors Bureau Board, Chairman of the Clear Creek Education Foundation, board member of the Chris Reed Foundation, Chairman of the Clear Lake Area Chamber, and Treasurer of the League City Regional Chamber of Commerce. He has received awards such as the Chairman's Award in 2020 for the League City Regional Chamber of Commerce and the Sam Walton Award for Integrity in Business.
- ☐ **Opal Mauldin-Jones (Incumbent).** City Manager for the City of Lancaster (Region 13) since 2011, and in various other roles for Lancaster since 2003. Under her leadership, the City has experienced two consecutive bond rating increases without issuing debt. The City has been designated a 2019 All-America City and received the CiCi Award. It is one of less than 25 communities with all five Transparency Stars awarded by the Texas Comptroller. Ms. Mauldin-Jones earned her Bachelor Business Administration and Master Public Administration degrees from the University of Texas at Arlington. She currently serves on the TCMA Board as Director-at-Large and as Vice President-Elect, and on the Board of the TML Intergovernmental Risk Pool.
- ☐ **William Linn.** City Manager of Kenedy (Region 7). Mr. Linn is a member of TCMA and ICMA. He earned a Bachelor of Science Degree in Business from Indiana University's Southeast campus. Thereafter, he was accepted to several law schools where he intended to specialize in business and intellectual property law. However, Mr. Linn opted to enroll in Southern New Hampshire University where he earned a Master of Business Administration and Master of Science in Organizational Leadership concurrently. He is a Certified Fraud Examiner and a Certified Public Manager. He is working to complete the Lean Six Sigma Black Belt and Project Manager Professional Certifications.

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