

**ALEJA
NDRO
GALAV
IZ**

Mayor

**TERES
A
HOFF
MAN**

Council
Member,

Place
1

**TONY
BOVIN
ICH**

Mayor

Pro

Tem/

Council
Member,

Place
2



SHERYL KISER

Council Member, Place 3

MICHELLE HAMM

Council Member, Place 4

DREW WILSON

Council member, Place 5

VENUS REGULAR COUNCIL MEETING

Venus Civic Center

210 S. Walnut Street

Venus, Texas 76084

Monday, September 9, 2024 at 6:30 pm.

Page

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

2. Announcements from Mayor:

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

3. Citizen Public Comment Period:

Thank you for your participation in tonight's Public Comments Session. This segment is a crucial component of our local government meetings, where each speaker is allotted 4 minutes. While the City Council and I consider all input, the Texas Open Meetings Act mandates that this be a time for us to listen rather than engage in dialogue. Rest assured, our City Administrator and City Secretary are diligently recording notes should any actions be necessary. When you are ready, you may begin, and your time will start.

4. Consent Agenda:

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

- | | | |
|-----|--|---------|
| 4.1 | Approval of meeting minutes for City Council regular meeting on August 26, 2024
City Council - Aug 26 2024 - Minutes - Html  | 5 - 10 |
| 4.2 | Contract with Johnson County ESD #1 for Fire Extinguishment and Emergency Services.
EDS#1.pdf  | 11 - 31 |
| 4.3 | Consider action on an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2024 Rate Review Mechanism filing. COV - Agenda Item Report - ACSC Atmos 2024 Rate Filing.docx 
Atmos Mid-Tex 2024 RRM Ordinance.docx 
I make a motion to approve/deny the consent agenda. | 32 - 37 |

5. Public Hearings and Consideration Items for Public Hearings:

- | | | |
|-----|--|---------|
| 5.1 | Conduct Public Hearing regarding proposed Fiscal Year 2024-2025 Annual Budget. | 38 - 87 |
| | Open Public Hearing:
Close Public Hearing: | |
| | Discuss and consider an Ordinance adopting the Operating | |

Budget for Fiscal Year beginning October 1, 2024 and ending September 30, 2025; providing budgetary appropriations for the various operating funds of the City; providing a severability clause; and providing an effective date.

A roll call vote is required for adoption of FY 2024-2025 annual budget.

[FY 24-25 PROPOSED ANNUAL BUDGET \(FINAL\).pdf](#) [COV - Agenda Item Report - FYE 2025 Budget.pdf](#) [Adopt Budget 24-25.pdf](#)

I make a motion to approve/deny an Ordinance adopting the Annual Budget for Fiscal Year 2024-2025.

Councilmember Place 1-

Mayor Pro Tem - Place 2-

Councilmember Place 3-

Councilmember Place 4-

Councilmember Place 5-

- 5.2 Conduct Public Hearing regarding the Proposed Voter-Approval Tax Rate of \$0.738059.

88 - 90

Open Public Hearing:

Close Public Hearing:

Discuss and consider an Ordinancelevying an Ad Valorem Tax Rate for Fiscal Year 2024-2025 to provide revenues for current expenses; providing due and delinquent dates, penalties and interest; repealing all Ordinances in conflict; directing the Tax Assessor-Collector to access, account for, and distribute the property taxes as herein levied.

[Ad valorem tax 2024-2025.pdf](#)

I make a motion to approve/deny an Ordinance for Ad Valorem Tax rate for Fiscal Year 2024-2025.

6. Discussion and Consideration items:

- 6.1 Discuss and consider a Resolution ratifying the property tax increase reflected in the City's Fiscal Year 2024-2025 Operating Budget.

91

I make a motion to approve/deny a Resolution ratifying the property tax increase.

- 6.2 Discuss and consider an Ordinance amending Code of Ordinance, Chapter 30 "Traffic and Vehicles", Article I, "In General" by adding a section regarding towing of uninsured vehicles.

92 - 97

[Staff report towing uninsured vehicles.docx](#) 

[VENUS tow vehicles.docx](#) 

This ordinance allows for the towing of vehicles by the police department when they encounter an uninsured vehicle during a motor vehicle stop or other interaction with a motorist.

I make a motion to approve/deny an Ordinance for towing of uninsured vehicles.

7. Items for Future Agendas:

8. Adjournment:

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

This is to certify that a copy of this Notice of Meeting was posted on the bulletin board at City Hall, 700 W. Hwy 67 Venus, Texas and at a place readily accessible to the general public at all times and to the City's website www.cityofvenus.org, September 4, 2024 on or before 5:30 pm..

Callie Green, TRMC

City Secretary

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

Removed:_____

Time:_____



City Council - Minutes

Monday, August 26, 2024 at 6:30 PM

Venus Civic Center

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

Mayor Galaviz called the meeting to order at 6:31 pm, City Attorney Halla gave the Invocation, and all lead the Pledge of Allegiance and Pledge to the Texas Flag.

Councilmembers present: Alejandro Galaviz, Teresa Hoffman, Tony Bovinich, Sheryl Kiser, and Michelle Hamm.

Councilmember absent: Drew Wilson.

Staff present: Josh Jones, City Attorney, Callie Green, Becky Wilkins, Chief Groom, Chief Allen, Oscar Ortiz, Randy Goucher, and Kyle Sugg.

2. Announcements from Mayor:

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

3. Citizen Public Comment Period:

Thank you for your participation in tonight's Public Comments Session. This segment is a crucial component of our local government meetings, where each speaker is allotted 4 minutes. While the City Council and I consider all input, the Texas Open Meetings Act mandates that this be a time for us to listen rather than engage in dialogue. Rest assured, our City Administrator and City Secretary are diligently recording notes should any actions be necessary. When you are ready, you may begin, and your time will start.

1. Thomas Bosquez- 102 Meadow Ridge Dr.- Appreciated Mayor and Council for coming out Saturday. He appreciates the drainage getting fixed but believes it should start at the other end.

2. Tara Salmans- 258 Vista Dr.- “I am here as the President of the Chamber of Commerce. It has been brought to my attention several false allegations that are being made about the Chamber and I want to address those immediately. Number 1, The flower crawl. The Chamber did not request any money from 4B, a citizen did. This will be hosted at a Chamber event and volunteers from the Chamber are helping participate at this event to support the small businesses in our community. Number 2, it was stated by a Councilman’s spouse today that the money from the angel tree was pocketed. While she did not say my name directly it was insinuated that I did not turn over the money. While most of the proceeds were ran through recdesk, the cash was handed over the next business day directly to the City. I have passed out a copy of the message to each council person as well as a memo from the Interim Chief who was in attendance that night thanking me for my donation. I’ll read both of those now for those at home. I am not a thief. I do not appreciate my character being questioned or my integrity. Angel tree is near and dear to my heart as my husband and I gained guardianship over our nephew when he was 3 and came to use with one stuffed animal and one diaper. For anyone to say something like that is disgusting and not becoming of a Councilperson’s spouse. Anytime the Chamber posts something she only has negative things to say, and it only causes more division.
3. Chris Weeks- 875 Dublin Dr- Spoke regarding the Executive Session item and is in favor of the billboard.
4. Jessica Kuykendall- 108 Franklin Ct.- Commend the City on working with the Chamber on the Saturday event as it was a great turn-out. The City Council is a Legislative Board not an Executive Board. Hope we all can work together!

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 Consider approval for the 2024 Annual Service Plan update to the Service and Assessment Plan for Brahman Ranch Public Improvement District No. 1.
[City of Venus Brahman Ranch PID Ord approving 2024 SAP Update.pdf](#)  [Brahman Ranch PID \(Series 2023\) 2024 SAP Update.pdf](#)  [COV - Agenda Item Report - PID SAP Updates.pdf](#) 
- 4.2 Consider approval for the 2024 Annual Service Plan update to the Service and Assessment Plan for Bluestem Hills Public Improvement District No. 1
[City of Venus Bluestem Hills PID Ord approving 2024 SAP Update.pdf](#)  [Bluestem Hills PID \(Series 2019\) 2024 SAP Update.pdf](#) 
- 4.3 Consider approval for the 2024 Annual Service Plan update to the Service and Assessment Plan for Patriot Estates Public Improvement District.
[City of Venus Patriot Estates PID Ord approving 2024 SAP Update.pdf](#)  [Patriot Estates PID \(Series 2021\) 2024 SAP Update.pdf](#) 
- 4.4 Approval of meeting minutes for City Council regular meeting on August 12, 2024.
[City Council - Aug 12 2024 - Minutes - Html](#) 
[City Council - Aug 12 2024 - Minutes - Html](#) 
- 4.5 Ratifying the payment of bills for the month of July 2024.
[July 2024 Credit Card Charges.pdf](#)  [July 2024 Dashboard.pdf](#) 
[July 2024 Disbursement Report.pdf](#) 

- 4.6 Consider approval of the Memorandum of Understanding between the City of Venus Police Department and the Venus ISD Police Department.

[COV - Agenda Item Report - VISD and VPD MOU.docx](#) 

[MOU VISD PD and VPD.pdf](#) 

[COV - Agenda Item Report - VISD and VPD MOU.docx](#) 

- 4.7 Consider approval of the Annual Renewal of Interlocal Agreement between Johnson County and the City of Venus for police dispatching services.

[COV - Agenda Item Report - Dispatching Interlocal.docx](#) 

[Amended 8-12-24 Dispatch INTERLOCAL DISPATCHING](#)

[AGREEMENT 2024-2025.docx.pdf](#) 

- 4.8 Consider approval of the Annual Renewal of Interlocal Agreement with Johnson County Radio Agreement.

[COV - Agenda Item Report - Radio System.docx](#) 

[Venus Amendment Communications System Agreement 10-01-2024.pdf](#) 

- 4.9 Consider approval of the Annual Renewal of the Interlocal Agreement between Johnson County and the City of Venus for Class C prisoner housing.

[Interlocal Cooperation Agreement Class C City Budget Year 2024-2025.pdf](#) 

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

Moved by: Tony Bovinich

Seconded by: Michelle Hamm

For: Unanimous. Motion carried 4-0-

5. Budget Workshop:

Budget Workshop: Discuss the Proposed Budget for FY 2024-2025.

6. Public Hearing and Action Item:

- 6.1 Conduct Public Hearing to consider amending Chapter 34 "Zoning", Article I, "In General", by repealing in their entirety Section 34-13 "Planning and Zoning Commission" and Section 34-14 "Board of Adjustment".

Open Public Hearing: At 8:08 pm.

No public speakers.

Close Public Hearing: At 8:10 pm.

Discuss and consider an Ordinance amending Chapter 34 "Zoning", Article I, "In General", by repealing in their entirety Section 34-13 "Planning and Zoning Commission" and Section 34-14 "Board of Adjustment".

[Agenda Item Cover sheet-P&Z and BOA.pdf](#)  [VENUS](#)

[ordinance amend code add ch 36.pdf](#)  [COV- POLICY](#)

[\(USE\).pdf](#) 

I make a motion to approve as presented.

Moved by: Tony Bovinich

Seconded by: Teresa Hoffman

For: Unanimous. Motion carried 4-0-0.

7. Executive Session:

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

1. Discussion with City Attorney to receive legal advice regarding pending or contemplated litigation, re: Arrington Outdoor Advertising, Inc.

7.1 Recess into Executive Session: At 8:11 pm.

7.2 Reconvene into Open Session: At 8:54 pm.

Any action taken on above listed Executive Session:

No action taken on above listed Executive Session.

8. Items for Future Agendas:

Mayor Galaviz- Research if we can have voter registration before or at a Council meeting. Research if the City can tow cars that have no insurance.

Councilmember Hamm- Murals around town and on buildings.

9. Adjournment:

Mayor Galaviz adjourned the meeting at 8:58 pm.

Mayor

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, 2024 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 may 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.
7. 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.

8. The DEPARTMENT shall ensure that personnel responding to Emergency Medical calls have the following Certifications/License

Shall have current State and or National registry certifications for ECA/EMR or EMT or EMT-Advanced or EMT-Paramedic or EMT-Licensed EMT-Paramedic

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

9. 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

10. 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, 2024 through September 30, 2025. 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 \$ 229,521.00 will be payable in twelve (12) 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). Any additional funding shall be paid in addition to the payment provided pursuant to subsection (1) above. The payments required in subsection (1) shall not be affected if the DEPARTMENT receives additional funding pursuant to this subsection (2).
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 DISTRICT 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 2024-25 radio user fee is set at \$19.78 per radio per month, or \$237.36 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 \$237.36 per radio per year as set forth herein.

ARTICLE VI

ASSIGNMENT AND MODIFICATION

This Contract shall not be assignable by the parties, in whole or in part without obtaining the prior **written** consent of the other party. 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 as provided herein. With written approval of the DEPARTMENT, The DISTRICT may reduce, expand, modify, or otherwise change the Service Area of the DEPARTMENT as may be necessary for the protection of its citizens.

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 2024 and ending at 12:00 midnight on September 30, 2025. 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, 2025.

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. Either party may elect to terminate this Contract for any reason or no reason. 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 either party seeks non-renewal of the Contract. 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. Notwithstanding anything to the contrary herein, the DEPARTMENT shall receive compensation for all services provided. By way of example only, if the Contract is terminated six months into the term by either party, the DEPARTMENT shall be paid for each of the six months that the DEPARTMENT provided services for in accordance with the monthly installments as provided in Section 5.01 of this Contract.

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**:

CITY OF VENUS FIRE DEPARTMENT
700 WEST HIGHWAY 67
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 7.14 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 and the DEPARTMENT do not waive, nor shall either 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 or DISTRICT may have under this Contract may not be assigned without the express written permission of the other party.

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 the 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 _____, 2024.

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

By: _____
Gerald Miller, President

Sworn and subscribed to me this _____ Day of _____, 2024.

SEAL

Notary Public, State of Texas

ATTEST:

BY: _____
Phil Williams, Secretary

Sworn and subscribed to me this _____ Day of _____, 2024.

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 _____, 2024.

CITY OF VENUS FIRE DEPARTMENT
700 WEST HIGHWAY 67
VENUS, TX 76084

BY: _____
Mayor or other Authorized Representative

Printed Name

Sworn and subscribed to me this _____ Day of _____, 2024.

SEAL

Notary Public, State of Texas

ATTEST:

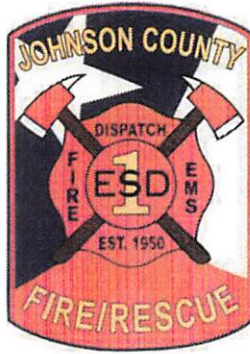
BY: _____
City Secretary

Printed Name

Sworn and subscribed to me this _____ Day of _____, 2024.

SEAL

Notary Public, State of Texas



Johnson County ESD No.1

2451 Service Drive
Cleburne, Texas 76033

APPENDIX B

FY2024-2025 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.

Emergency Repairs, Fire and EMS Training shall be part of Sales and Use Tax budget for FY 2024-2025

Service Provider Incentives - NON – MUNICIPALITY ONLY

Monthly Incentive Allotment to be determined with FY 2024-2025 Budget.

The Service Incentive is a mechanism to encourage and motivate a higher level of call response. As JCESD service providers, many fire departments have difficulty covering 100% of their call-load on a 24/7 consistent basis. This Incentive will provide additional funds to the contracting departments that achieve a certain percentage of their call-load. Incentive will be on a MONTHLY basis. Incentive will start over each MONTH.

Contractual Did Not Respond (CDNR) – in accordance with JCESD – SOP 504.0 - For Incentive purposes, a monthly average response time must be LESS than Six (6) minutes

MONTHLY Payment – Based on contracted Fire Department’s response percentage for that month.

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 2024 payment will be from September 2024 run information.

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

Non-Municipality Volunteer Retention Program – Personnel

- Departments shall receive monthly funding to support staffing of personnel at Department discretion.
- Departments shall meet guidelines and requirements set forth by JCESD No. 1.
- ESD shall perform quarterly audits.

Municipality Firefighter Allotment – \$65,000.00 per Firefighter, Maximum of 4 Personnel

- Years 1 and 2 – Municipality responsible for 25%
 - ESD responsible for 75%
- Year 3 - Municipality responsible for 65%
 - ESD responsible for 35%
- Year 4 - Municipality responsible for 100%
- Municipalities shall employee each position(s) for Fiscal years 2024-2025 and 2025-2026.
- Municipalities shall notify Johnson County ESD No. 1, no later than September 1, 2026 on Fiscal year 2026-2027 acceptance of firefighter(s).
- Municipality allotment will be disbursed annually, no later than October 25th of each year.
- Municipalities shall be responsible for ALL aspects of Hiring, Employment, PPE and Uniforms.

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, 2025.

ESD Cost %	75%	75%	35%	0%
CITY Cost %	25%	25%	65%	100%

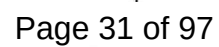
Current	Fy 22/23				
		Year 1	Year 2	Year 3	Year 4
		22/23	23/24	24/25	25/26

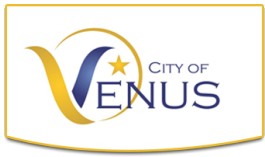
Current	Fy 23/24				
		Year 1	Year 2	Year 3	Year 4
		23/24	24/25	25/26	26/27

ESD Cost %	75%	75%	75%	75%	35%	0%
CITY Cost %	25%	25%	25%	25%	65%	100%

New	Fy 22/23						
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
		22/23	23/24	24/25	25/26	26/27	27/28

New	Fy 23/24						
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
		23/24	24/25	25/26	26/27	27/28	28/29





AGENDA ITEM REPORT

MEETING DATE: September 26, 2024

MEETING TYPE: City Council

SUBMITTED BY: Joshua Jones, City Administrator

THROUGH: N/A

ITEM NO.

AGENDA CAPTION: Consider action on an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2024 Rate Review Mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the Company and the ACSC's Legal Counsel.

MOTION LANGUAGE: *"I make a motion to approve/deny the item as presented."*

Background Information

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2024, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2023, entitled it to additional system-wide revenues of \$196.8 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$182.5 million, \$132.6 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$149.6 million instead of the claimed \$182.5 million.

After several settlement meetings, the parties have agreed to settle the case for \$164.7 million. This is a reduction of \$32.1 million to the Company’s initial request. This includes payment of ACSC’s expenses. The Effective Date for new rates is October 1, 2024. ACSC members should act approving the Resolution/Ordinance before September 30, 2024.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate \$164.7 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos’ Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$5.52 on a monthly basis, or 6.84%. The increase for average commercial usage will be \$13.39 or 3.44%. Atmos provided bill impact comparisons containing these figures.

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

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

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2024, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$48.19	-
DARR:	\$54.30	\$6.11
ATM Cities:	\$49.59	\$1.40
Environs:	\$49.53	\$1.34

Note: ATM Cities and Environs rates are as filed. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

- 1. This section approves all findings in the Resolution/Ordinance.

2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such a finding is a necessary predicate to the establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$164.7 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$196.8 million in additional system-wide revenues, the RRM settlement at \$164.7 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$164.7 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2024. New rates become effective October 1, 2024.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Approve item(s) as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

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

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

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

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

WHEREAS, on about April 1, 2024, Atmos Mid-Tex filed its 2024 RRM rate request with ACSC Cities based on a test year ending December 31, 2023; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2024 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos

Mid-Tex of \$164.7 million on a system-wide basis with an Effective Date of October 1, 2024; and

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

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

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

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

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

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

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$164.7 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2024 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

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

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$164.7 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2024 RRM filing.

Section 7. To the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2024.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VENUS TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 9TH DAY OF SEPTEMBER 2024.

Alejandro Galaviz, Mayor

ATTEST:

Callie Green, City Secretary

APPROVED AS TO FORM:

City Attorney



PROPOSED ANNUAL BUDGET

**For the Fiscal Year
Beginning October 1, 2024
Ending September 30, 2025**

**City of Venus
Fiscal Year 2024-2025
Proposed Annual Budget**

This budget will raise more revenue from property taxes than last year's budget by an amount of \$688,580, which is an 18.57% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$405,083.

THE MEMBERS OF THE GOVERNING BODY VOTED ON THE BUDGET AS FOLLOWS:

FOR:
AGAINST:
PRESENT AND NOT VOTING:
ABSENT:

PROPERTY TAX RATE COMPARISON

	2024-2025	2023-2024
PROPOSED TAX RATE:	\$0.738059/100	\$0.754842/100
NO-NEW REVENUE TAX RATE:	\$0.682136/100	\$0.709264/100
NO-NEW REVENUE M&O TAX RATE:	\$0.575976/100	\$0.547820/100
VOTER-APPROVAL TAX RATE:	\$0.738059/100	\$0.719639/100
DEBT TAX RATE:	\$0.139954/100	\$0.147513/100

**TOTAL DEBT OBLIGATION FOR CITY OF VENUS
SECURED BY PROPERTY TAXES: \$946,532**

CITY OF VENUS
FY 2024-2025
PROPOSED ANNUAL BUDGET

CITY COUNCIL

ALEJANDRO GALAVIZ MAYOR
TERESA HOFFMAN COUNCIL MEMBER, PLACE 1
TONY BOVINICH (MAYOR PRO-TEM) COUNCIL MEMBER, PLACE 2
SHERYL KISER COUNCIL MEMBER, PLACE 3
MICHELLE HAMM COUNCIL MEMBER, PLACE 4
DREW WILSON COUNCIL MEMBER, PLACE 5

APPOINTED OFFICIALS

JOSHUA JONES CITY ADMINISTRATOR
CALLIE GREEN CITY SECRETARY
MICHAEL HALLA CITY ATTORNEY
BILL SCOTT MUNICIPAL COURT JUDGE

BUDGET DOCUMENT PREPARATION

JOSHUA JONES CITY ADMINISTRATOR

CITY OF VENUS
FY 2024-2025
PROPOSED ANNUAL BUDGET
TABLE OF CONTENTS

Introduction

Letter from City Administrator	1
Proposed Tax Rate	2
No-New Revenue Rate	2
No-New Revenue Maintenance & Operations Tax Rate	2
Voter-Approval Rate	2
Property Tax Levies & Collections – General Fund Operations	2
Sales Tax Revenue Analysis	3
General Fund Expenditures	4
Special Revenue Summary	

Organizational Chart	6
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Statement of Revenues & Expenditures – All Funds	7
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General Fund

Budget Summary	8
Revenues by Source	9
Expenditures by Classification	10
Department Budget Detail	
City Council	11
Administration	12
Permits & Inspections	13
Planning & Development	14
Police	15
Code Enforcement/Animal Control	16
Municipal Court	17
Fire	18
Public Works – Streets & Drainage	19
Parks & Recreation	20
Non-departmental	21

Debt Service Fund

Budget Summary	23
5-Year Debt Service Schedule	24

VENUS COMMUNITY SERVICES DEVELOPMENT CORPORATION (VCSDC) SUMMARY

Budget Summary	28
Expenditures Detail	29

Special Revenue Funds

Street Maintenance Tax Fund	31
Court Security Fund	32
Court Technology Fund	32

Enterprise Fund

Budget Summary	34
Revenues by Source	35
Department Budget Detail	
Non-departmental	36
Administration	37
Water	38
Sewer	39
Sanitation	40



Updated: September 4, 2024

To the Honorable Mayor, Members of the City Council, and the citizens of Venus:

In accordance with the Civil Statutes of the State of Texas, the proposed budget for the fiscal for beginning October 1, 2024, is herein finalized per direction and adoption of the City Council. The budget is intended to present, in financial terms, the overall plan for providing municipal services during the forthcoming year. This budget provides funding for planned expenditures, net contingency appropriations, for all governmental operating funds totaling \$8.1M, and proprietary operating funds totaling \$6.1M.

The FY 2024-2025 budget is balanced with the use of fund balances from prior years. The use of any fund balance is in accordance with the City's Fund Balance Policy.

Highlights of the major operating funds are as follows:

GENERAL FUND

The General Fund is used to account for most of the day-to-day operations of the City which are financed from property taxes and other general revenues. Activities funded by the General Fund include those of all staff departments within the City, except for activities of debt service, proprietary and special revenue fund types. Overall, taxable property values are expected to increase over FY 2024 values by 18.6%. The Property Tax is proposed to be reduced by from \$0.754842/100 to \$0.738059 /100 of assessed valuation in FY 2025.

General Fund Revenue Sources

Property Taxes

The annual revenue generated by this source is the product of the property tax rate established by the City Council and the appraised value of the property within the city limits. Property taxes are the largest single source of revenue for the General Fund, representing 55% of the budgeted FYE 2025 revenues.

The Proposed Tax Rate dedicated to general operations is \$0.598105/100 assessed valuation and the rate dedicated to debt service is \$0.139954/100.

**City of Venus
FY 2024-2025 Budget
Property Tax Revenue & Proposed Rates**

2024 Estimated Total Tax Base*:	\$	595,823,237
FY2024-2025 M&O Tax Rate:	\$	0.598105
FY2024-2025 Debt Tax Rate:	\$	0.139954
FY2024-2025 Total Tax Rate:	\$	0.738059
FY2024-2025 Tax Levy:	\$	4,397,527
Estimated FY2024-2025 Tax Revenue: (99% of Tax Levy)	\$	4,353,552

FY2024-2025 No-New Revenue Tax Rate:	\$	0.682136
FY2024-2025 Voter Approval Tax Rate:	\$	0.738059
FY2024-2025 No-New Revenue M&O Tax Rate:	\$	0.575976

**Property Taxes Levies and Collections
General Fund Operations
Five-Year Analysis**

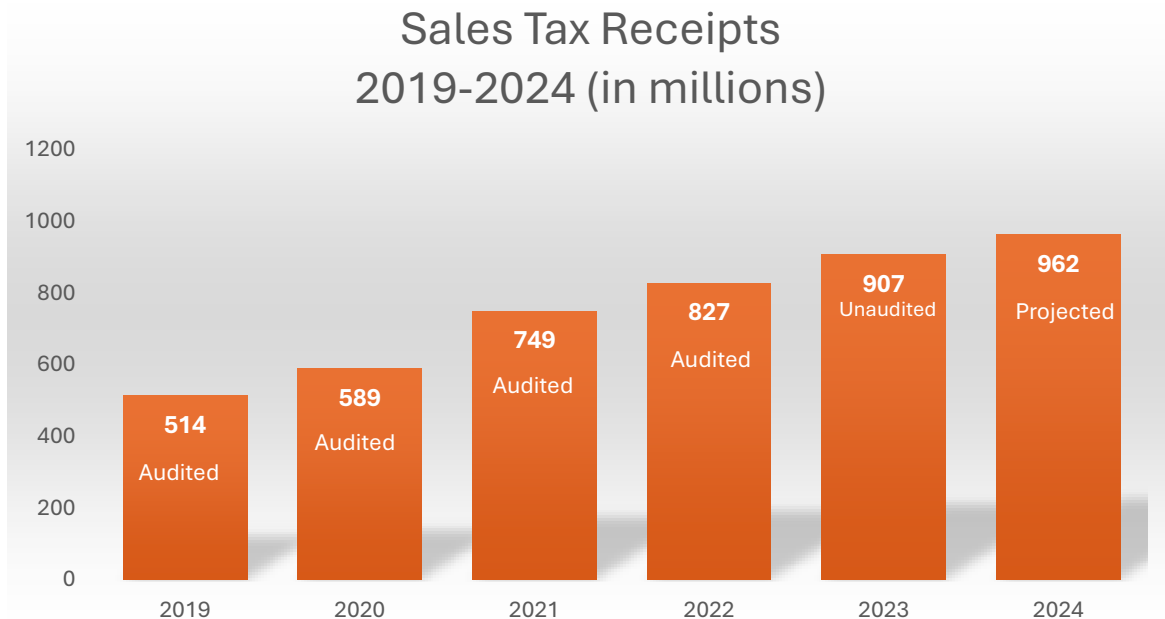
	Fiscal					Ratio of Total Tax Collections to Current Tax Levy
Tax Year	Year Ending	Proposed Tax Rate	Municipal Levy October 1	Total Tax Collections		
2019	2020	\$ 0.869918	\$ 1,789,754	\$ 1,782,793		100%
2020	2021	\$ 0.838991	\$ 1,971,564	\$ 1,996,476		101%
2021	2022	\$ 0.807224	\$ 2,617,702	\$ 2,623,743		100%
2022	2023	\$ 0.754842	\$ 3,201,998	\$ 3,236,722		101%
2023	2024	\$ 0.754842	\$ 3,708,947	TBD		TBD

The year-to-year increases in property tax revenues from FYE 2024 to FYE 2025 has been due in large part to the current growth pattern of the region which has affected both new construction – which constitutes 60% of the increase – as well as increased market values according to appraisals from the Johnson County & Ellis County Appraisal Districts. According to North Texas Council of Governments population estimates, from 2020 to 2024, the City of Venus has experienced a population increase of approximately 61%.

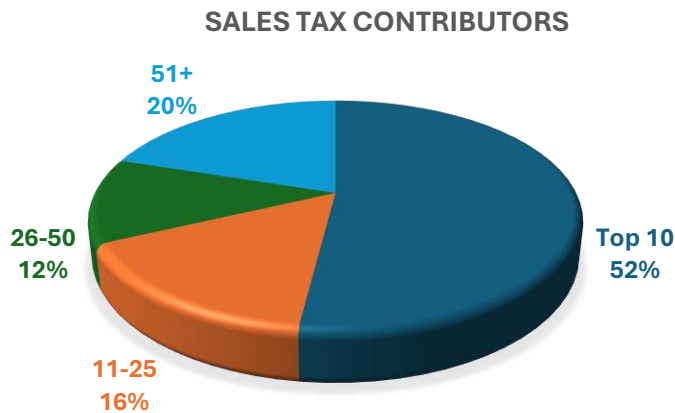
The rate of growth is expected to continue during the 2025 tax year due to the completion of new phases of existing residential subdivisions as well as new subdivisions that have completed the review and approval phases and are likely to begin construction during in the year. Commercial construction has also contributed to growth with several new projects occurring during the current 2023-2024 fiscal year, a trend that is also expected to continue into 2024-2025.

Sales Taxes

The annual revenue generated by this source is the product of the city's local general sales tax rates of 1% and property tax relief $\frac{1}{4}\%$, respectively, and combined, are the next largest source of revenue for the General Fund, representing 15% of the budgeted FYE 2025 revenues and, when combined with Property Taxes, fund over 70% of all General Fund expenditures. The city continues to experience considerable growth that has contributed to an average increase in sales tax revenue since FYE 2021 of 8%. This has resulted in an increase of almost 12.4% above budgeted amounts for FYE 2024. Given the growth trend of the last three (3) years, projections indicate a reduction in the annual rate of increase and is budgeted at a conservative 3% for FYE 2025.



The main contributors to this growth have been in the Retail, General Services, Manufacturing, Professional Services and Food industries. For the prior 2023-2024 fiscal year, the city's Top 10 sales taxpayers contributed 52% of the city's total annual collections and the Top 25 contributed approximately 67%.



Top 10 Sales Taxpayers (YTD as of July 31, 2024)

- 1 Chilsom Trail Redi-Mix, LLC
- 2 Amazon.com Services, Inc. (Marketplace)
- 3 Sure Guard Lawn & Pest, LLC
- 4 Liquor Depot Venus, LP
- 5 Lone Star Truss & Lumber, LLC
- 6 Subway
- 7 Zephyr Cranes, In.
- 8 Amazon.com Services, LLC
- 9 Whataburger Restaurants, LLC
- 10 Saber Power Services, LLC

General Fund Expenditures

General Fund expenditures for FYE 2025, including Transfers, are proposed to be a total of \$6.5M. This represents an overall increase of 20% compared to projected expenditures for the FYE 2024. The increase is primarily due to:

- 1) Increased costs associated with planning and development process, e.g., civil inspections and engineering.
- 2) M&O debt service related to the city's Fleet Management Program.
- 3) Annual 3% "STEP" (adopted by city council 2022) + 2% Cost-of-living adjustment for all employees.
- 4) Addition of three (3) FTE fire fighters (funded, in part, by Johnson Co. ESD #1)
- 5) Fully staffed for the entire fiscal year as compared to FYE 2024 which included numerous vacancies for part of year.
- 6) Various small equipment and information technology additions.
- 7) Appropriation for a city-wide Classification & Compensation Study.

Expenditures are expected to balance with revenues.

DEBT SERVICE FUND

The Debt Service Fund is a legally restricted fund utilized to account for revenues recognized to liquidate the debt service requirements for the City's general obligation debt and to account for short-term Notes Payable. This fund is budgeted to have Revenues of \$959,745, including Transfers In, and Expenditures of \$946,535.

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for revenue allocated for restricted purposes or as specified by law.

Economic Development Funds

Economic Development funds give the city the ability to finance new and expanded business enterprises within the community through economic development corporations (EDCs). Chapters 501, 504 and 505 of the Local Government Code outline the characteristics of Type A and Type B EDCs, authorize cities to adopt sales Taxes to fund the corporations and define projects EDCs are allowed to undertake. These funds are used to account for revenue allocated for restricted purposes or as specified by law.

The budget for the VSCDC (Type B) provides revenues of \$415,880. Expenditures budgeted for FYE 2025 include a proposed new Business Retention & Expansion Program, appropriations for Special Events within the community and for Park Improvements totaling \$463,750.

Municipal Court Technology & Building Security Funds

The Municipal Court Technology Fund is a fund established by law to assist in the funding of expenditures related to the purchase of or to maintain technological enhancements for the municipal court. The Municipal Court Building Security Fund is also a fund established by law and accounts for the expenditures related to security for the municipal court. Total revenues for these funds are projected to be \$6,400 with expenditures of \$2,700.

Street Maintenance Tax Fund

The Street Maintenance Tax Fund is a fund approved by voters in 2022 to assist in the funding of expenditures related to street maintenance and renewal projects. Total revenues for this fund, which are restricted for this sole use, are projected to be \$225,730 with expenditures of \$250,000.

SUMMARY & ACKNOWLEDGMENTS

The FY 2024-2025 Annual Operating Budget for the City of Venus is the product of many hours of deliberation and consideration. I would like to express my appreciation to Finance Director Becky Wilkins, Human Resources Director Melissa Westen and consulting CFO Doug Martella for their assistance in researching and data-gathering for this budget.

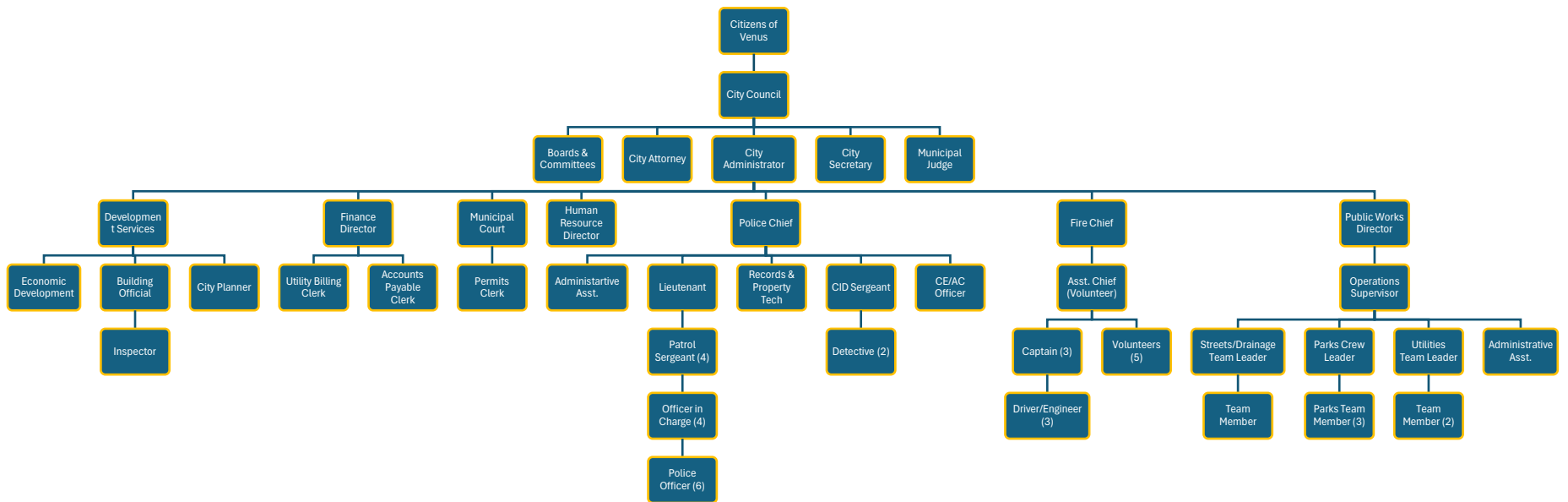
Respectfully submitted,



Joshua Jones
City Administrator



ORGANIZATIONAL CHART





**GOVERNMENTAL FUNDS
FY 2024-2025 PROPOSED BUDGETS**

Governmental Funds

Total Government Funds

	General Fund	Debt Service Fund	VCSDC Fund	Street Maintenance Tax Fund	Other Funds	Proposed FYE 2025	Projected FYE 2024	% Increase (Decrease)
BEGINNING FUND BALANCE \$	2,080,641	13,098	707,572	438,002	9,794	3,249,107	3,372,967	-4%
REVENUES								
Taxes	4,518,100	832,145	405,810	225,730	-	5,981,785	4,644,894	29%
Franchise Fees	164,555	-	-	-	-	164,555	159,760	3%
Licenses, Permits & Fees	588,635	-	-	-	-	588,635	399,370	47%
Charges for Services	39,690	-	-	-	-	39,690	35,175	13%
Fines & Forfeitures	92,445	-	-	-	6,200	98,645	84,250	17%
Intergovernmental	885,960	-	-	-	-	885,960	795,760	11%
Investment Earnings	130,259	-	10,070	-	-	140,329	135,790	3%
Contributions and donations	45,000	-	-	-	-	45,000	16,790	168%
Miscellaneous	5,450	-	-	-	-	5,450	34,365	-84%
Total Revenues	6,470,094	832,145	415,880	225,730	6,200	7,950,049	6,306,154	26%
EXPENDITURES								
General Government	1,629,156	650	-	-	-	1,629,806	1,404,607	16%
Public Safety	3,758,792	-	-	-	2,700	3,761,492	3,469,385	8%
Public Works	365,615	-	-	250,000	-	615,615	587,190	5%
Economic Development	-	-	284,200	-	-	284,200	163,590	74%
Development Services	365,535	-	-	-	-	365,535	294,274	24%
Debt Service	337,183	945,885	-	-	-	1,283,068	1,149,355	12%
Capital Outlay	-	-	180,000	-	-	180,000	-	100%
Total Expenditures	6,456,281	946,535	464,200	250,000	2,700	8,119,716	7,068,401	15%
OTHER SOURCES (USES)								
Issuance of Debt	-	-	-	-	-	-	-	-
Transfers In	-	127,600	-	-	-	127,600	50,000	1.552
Transfers (Out)	-	-	-	-	-	-	(50,000)	-100%
Total Other Uses	-	127,600	-	-	-	127,600	-	100%
ENDING FUND BALANCE \$	2,094,454	26,308	659,252	413,732	13,294	3,207,040	2,610,720	23%



**GENERAL FUND SUMMARY
STATEMENT OF REVENUES & EXPENDITURES
5-YR COMPARISON**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/2025 Proposed Change
BEGINNING FUND BALANCE	\$ 1,954,070	2,359,349	2,287,854	2,504,892	2,080,641	-17%
REVENUES						
Taxes	2,381,480	2,871,093	3,343,625	3,638,735	4,518,100	24%
Franchise Fees	131,650	128,593	159,629	159,760	164,555	3%
Licenses, Permits & Fees	581,224	486,945	851,754	399,370	588,635	47%
Fines & Forfeitures	68,274	97,051	113,863	78,255	92,445	18%
Charges for Services	330,960	33,572	33,256	35,175	39,690	13%
Intergovernmental	134,077	291,149	633,299	795,760	885,960	11%
Contributions and donations	23,921	306,881	204,511	16,790	45,000	168%
Investment Earnings	12,592	30,628	138,977	126,465	130,259	3%
Miscellaneous	4,279	6,209	640,744	34,365	5,450	-84%
TOTAL REVENUES	3,668,457	4,252,121	6,119,658	5,284,675	6,470,094	22%
EXPENDITURES						
General Government	617,543	1,001,667	1,485,721	1,404,607	1,629,156	16%
Public Safety	1,447,717	2,164,886	3,527,135	3,469,385	3,758,792	8%
Public Works	331,713	246,166	321,056	337,190	365,615	8%
Economic Development	542,672	387,339	340,692	294,274	365,535	24%
Debt Service	251,436	149,105	224,416	203,470	337,183	66%
Capital Outlay	311,880	352,568	3,600	-	-	0%
TOTAL EXPENDITURES	3,502,961	4,301,731	5,902,620	5,708,926	6,456,281	13%
OTHER SOURCES (USES)						
Issuance of Debt	239,783	-	-	-	-	0%
Transfers In	-	-	-	-	-	0%
Transfers Out	-	(21,885)	-	-	-	0%
TOTAL OTHER SOURCES (USES)	239,783	(21,885)	-	-	-	0%
ENDING FUND BALANCE	\$ 2,359,349	2,287,854	2,504,892	2,080,641	2,094,454	1%



Annual Operating Budget

GENERAL FUND
REVENUES BY SOURCE
5-YR COMPARISON

	FYE 2022	FYE 2023	FYE 2024	FYE 2025	FYE 2024
	Audited	Unaudited	Projected	Proposed	Projected/2025
			Actuals	Budget	5 Proposed Change
TAXES					
Property Taxes - Current	\$ 2,017,192	2,402,996	2,682,710	3,528,010	32%
Property Taxes - P&I	12,902	20,144	15,330	17,640	15%
Property Taxes - Delinquent	13,872	13,834	6,845	10,585	55%
Sales Taxes - General	664,221	725,321	747,080	769,490	3%
Sales Taxes - PT Relief	162,906	181,330	186,770	192,375	3%
TOTAL TAXES	2,871,093	3,343,625	3,638,735	4,518,100	24%
FRANCHISE FEES	128,593	159,629	159,760	164,555	3%
LICENCES, PERMITS & FEES					
Alarm Fines	850	1,500	650	500	-23%
Alcohol Permits	438	558	75	400	433%
Licenses & Permits	485,082	582,903	385,055	572,550	49%
Plan Review Fees	-	266,193	6,255	7,685	23%
Parks Fees	575	600	7,335	7,500	2%
TOTAL LICENCES, PERMITS & FEES	486,945	851,754	399,370	588,635	47%
FINES & FORFEITURES					
Restitutions	1,522	913	1,430	1,800	26%
Administrative/Other Fees	34,893	13,623	12,570	14,230	13%
Municipal Court Building Fund	50	-	-	-	0%
Fines	59,813	98,093	63,655	75,330	18%
Time Payment	773	1,234	600	1,085	81%
TOTAL FINES & FORFEITURES	97,051	113,863	78,255	92,445	18%
CHARGES FOR SERVICES					
Community Center Rentals	6,270	14,665	11,795	16,675	41%
Park Rentals	7,105	1,925	5,145	5,585	9%
Special Event Applications	1,120	5,602	6,325	5,200	-18%
Building Inspection Fees	-	7,703	6,325	6,000	-5%
Animal Registration	180	320	150	150	0%
Plat Fees	15,572	1,500	2,130	2,680	26%
Residential Rental Property	3,325	1,541	3,305	3,400	3%
TOTAL CHARGES FOR SERVICES	33,572	33,256	35,175	39,690	13%
INTERGOVERNMENTAL					
Drug Interdiction Grants	-	3,074	-	-	0%
Payment in Lieu of Taxes	122,696	122,696	125,000	125,000	0%
TML WC ins Proceeds	6,504	-	-	-	0%
Grant Revenue	1,025	50,785	45,920	35,000	-24%
VVFD Grant Revenue	25,735	-	-	-	0%
ESD Johnson County - Contract	124,768	402,501	565,990	229,530	-59%
ESD Johnson County - Incentives	10,421	-	-	438,750	0%
ESD Ellis County	-	47,000	56,000	55,000	-2%
Texas A&M Forest Service	-	4,845	2,850	2,680	-6%
AMR	-	2,398	-	-	0%
TOTAL INTERGOVERNMENTAL	291,149	633,299	795,760	885,960	11%
CONTRIBUTIONS & DONATIONS					
VCSDC Contributions	158,944	95,593	8,370	35,000	318%
VVFD Contributions	50,158	-	-	-	0%
Zoning Fees	3,000	13,325	50	10,000	19900%
Developer Contributions	14,779	-	-	-	0%
Donations	30,000	-	-	-	0%
VVFD Donations	50,000	95,593	8,370	-	-100%
Vendor Booths & Concessions	-	-	-	-	-
TOTAL CONTRIBUTIONS & DONATIONS	306,881	204,511	16,790	45,000	168%
INTEREST	30,628	138,977	126,465	130,259	3%
MISCELLANEOUS					
Accident Reports	425	360	385	400	4%
Copy Machine	114	50	-	50	100%
Insurance Proceeds	2,004	4,325	31,630	-	-100%
Miscellaneous	3,412	24,344	2,350	5,000	113%
Cash Over/Short	254	11,854	-	-	0%
Proceeds from Sale of Assets	-	599,811	-	-	0%
TOTAL MISCELLANEOUS	6,209	640,744	34,365	5,450	-84%
TOTAL REVENUES	\$ 4,252,121	6,119,658	5,284,675	6,470,094	22%



**GENERAL FUND SUMMARY
STATEMENT OF EXPENDITURES BY CLASSIFICATION**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/ 2025 Proposed Change
GENERAL GOVERNMENT	\$					
Non-Departmental	-	194,724	272,374	325,852	423,729	30%
Mayor & City Council	14,995	7,607	17,000	15,275	27,160	78%
Administration	536,102	514,965	706,658	620,235	699,844	13%
Planning	-	435	155,840	137,605	149,315	9%
Animal Control	66,446	82,473	81,624	86,030	109,505	27%
Parks & Recreation	-	201,463	252,225	219,610	219,603	0%
TOTAL GENERAL GOVERNMENT	617,543	1,001,667	1,485,721	1,404,607	1,629,156	16%
PUBLIC SAFETY						
Police Department	1,322,377	1,400,375	2,425,916	2,432,370	2,454,480	1%
Fire Department	24,635	667,002	979,690	922,910	1,180,750	28%
Municipal Court	100,705	97,509	121,529	114,105	123,562	8%
TOTAL PUBLIC SAFETY	1,447,717	2,164,886	3,527,135	3,469,385	3,758,792	8%
PUBLIC WORKS						
Public Works - Streets & Drainage	331,713	246,166	321,056	337,190	365,615	8%
TOTAL PUBLIC WORKS	331,713	246,166	321,056	337,190	365,615	8%
ECONOMIC DEVELOPMENT						
Permits & Inspections	542,672	387,339	340,692	294,274	365,535	24%
TOTAL ECONOMIC DEVELOPMENT	542,672	387,339	340,692	294,274	365,535	24%
DEBT SERVICE						
Non-Dept. Debt Service	251,436	149,105	-	-	50,620	100%
Economic Development Debt Service	-	-	8,768	9,075	15,710	0%
Police Dept. Debt Service	-	-	134,432	134,435	166,615	100%
Streets Dept. Debt Service	-	-	41,508	41,510	46,155	100%
Fire Dept. Debt Service	-	-	39,708	18,450	46,250	100%
Parks Dept. Debt Service	-	-	-	-	11,833	100%
TOTAL DEBT SERVICE	251,436	149,105	224,416	203,470	337,183	66%
CAPITAL OUTLAY						
Non-Dept. Capital Outlay	311,880	201,771	1,800	-	-	0%
Police Dept. Capital Outlay	-	-	-	-	-	0%
Streets Dept. Capital Outlay	-	-	-	-	-	100%
Fire Dept. Capital Outlay	-	150,797	1,800	-	-	0%
Parks Dept. Capital Outlay	-	-	-	-	-	0%
TOTAL CAPITAL OUTLAY	311,880	352,568	3,600	-	-	0%
TOTAL EXPENDITURES BY CLASSIFICATION	\$ 3,502,961	4,301,731	5,902,620	5,708,926	6,456,281	13%



**GENERAL FUND
DEPARTMENTAL BUDGET DETAIL
CITY COUNCIL**

		FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/2025 Proposed Change
TRAINING & TRAVEL							
Training & Travel	\$	896	-	5,000	2,200	10,000	355%
Dues & Memberships		-	2,667	-	-	250	100%
TOTAL TRAINING & TRAVEL		896	2,667	5,000	2,200	10,250	455%
SUPPLIES							
Office Supplies		-	-	-	-	200	100%
Postage		-	-	-	-	50	100%
Copiers		-	-	-	-	50	100%
TOTAL SUPPLIES		-	-	-	-	300	300%
UTILITIES							
Cell Phones/MIFI		-	-	-	3,110	3,110	0%
TOTAL UTILITIES		-	-	-	3,110	3,110	0%
DEPARTMENTAL							
Mayor's Allowance		7,998	-	-	-	-	0%
Mayor's Projects		6,101	4,589	10,000	9,165	10,000	9%
Council Miscellaneous		-	351	2,000	800	3,500	338%
TOTAL DEPARTMENTAL		14,099	4,940	12,000	9,965	13,500	347%
TOTAL EXPENDITURES		14,995	7,607	17,000	15,275	27,160	78%



**GENERAL FUND
DEPARTMENTAL BUDGET DETAIL
NON-DEPARTMENTAL**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/ 2025 Proposed Change
PERSONNEL						
Salaries & Wages	-	8,160	33,712	33,715	35,830	6%
Social Security Taxes	-	511	2,105	2,105	2,220	5%
State Unemployment Taxes	-	8	252	255	250	-2%
Medicare	-	119	493	495	520	5%
Retirement (TMRS)	-	881	3,658	3,660	3,940	8%
Overtime	-	51	243	245	250	2%
Worker's Comp	-		76	80	100	25%
Health Insurance	-	1,524	11,496	11,500	11,155	-3%
HRA	-		500	500	500	0%
Employee Training	-	1,941	-	-	-	0%
Dues & Memberships	-	3,386	2,760	5,225	6,000	15%
TOTAL PERSONNEL	-	16,581	55,295	57,780	60,765	5%
MATERIALS & SUPPLIES						
Uniforms	-	388	850	960	1,000	4%
Office Supplies	-	2,469	6,600	3,580	5,000	40%
Postage	-	1,447	2,000	2,225	2,345	5%
Copiers	-	3,217	4,144	4,075	4,000	-2%
Gas & Oil	-	236	-	800	500	-38%
Department Supplies	-	7,177	8,400	10,810	10,000	-7%
TOTAL MATERIALS & SUPPLIES	-	14,934	21,994	22,450	22,845	2%
REPAIRS & MAINTENANCE						
Building Maintenance	-	30,024	13,500	29,905	35,000	17%
Vehicle R&M	-	12	-	-	1,000	100%
Vehicle Maintenance Plan	-	-	-	-	3,265	100%
Equipment R&M	-	-	-	-	500	100%
TOTAL REPAIRS & MAINTENANCE	-	30,036	13,500	29,905	39,765	33%
CONTRACTED SERVICES						
Cell Phones/MIFI	-	891	936	1,055	1,055	0%
Telephone Landlines	-	7,403	10,812	12,995	13,000	0%
Utilities	-	20,175	12,396	24,932	25,680	3%
Other Contracted Services	-	483	-	-	-	0%
Legal Services	-		68,000	72,000	72,000	0%
Information Technology	-	57,112	68,368	81,845	82,000	0%
Liability & Property	-	13,491	6,673	20,390	20,000	-2%
TOTAL CONTRACTED SERVICES	-	99,555	167,185	213,217	213,735	0%
DEPARTMENTAL						
Small Equipment	-	-	1,500	1,500	-	-100%
Rental Equipment	-	33,618	1,000	1,000	1,000	0%
Special Projects	-	-	10,100	-	35,000	100%
TOTAL DEPARTMENTAL	-	33,618	12,600	2,500	36,000	100%
DEBT PAYMENTS						
Capital Lease - Principal	45,964	77,785	-	-	-	0%
Vehicle Lease Payments	-	4,087	-	-	50,620	0%
Loan Principle	-	35,732	-	-	-	0%
Lease Payment	-	13,544	-	-	-	0%
Loan Interest	-	7,475	-	-	-	0%
Lease Interest Expense	-	3,936	-	-	-	0%
Note Principal Expense	191,418		-	-	-	0%
Note Interest Expense	12,442		-	-	-	0%
Notes Payable - Admin	-		-	-	-	0%
Capital Lease - Interest	1,612	6,546	-	-	-	0%
TOTAL DEBT PAYMENTS	251,436	149,105	-	-	50,620	100%
CAPITAL OUTLAY						
Capital Expenditures	311,880	201,771	1,800	-	-	0%
TOTAL CAPITAL OUTLAY	311,880	201,771	1,800	-	-	0%
TOTAL EXPENDITURES	563,316	545,600	272,374	325,852	423,729	30%



**GENERAL FUND
DEPARTMENTAL BUDGET DETAIL
ADMINISTRATION DEPARTMENT**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/ 2025 Proposed Change
PERSONNEL COSTS						
Salaries & Wages	\$ 206,184	280,094	354,225	354,775	335,615	-5%
Social Security Taxes	12,993	16,994	21,993	22,005	20,810	-5%
State Unemployment Taxes	1,880	230	1,008	1,010	1,000	-1%
Medicare	3,039	4,215	5,145	5,155	4,865	-6%
Retirement (TMRS)	22,052	29,873	38,215	38,220	36,920	-3%
Overtime	1,674	7,046	790	795	800	1%
Worker's Comp	836	5,945	791	800	620	-23%
Health Insurance	37,007	18,285	53,243	53,255	51,764	-3%
HRA	1,750	2,512	2,000	2,250	2,500	11%
Employee Training	2,117	4,834	12,980	7,410	9,500	28%
Dues & Memberships	3,943	1,728	4,770	3,150	4,535	44%
TOTAL PERSONNEL	293,475	371,756	495,160	488,825	468,929	-4%
MATERIALS & SUPPLIES						
Uniforms	-	53	-	-	-	0%
Office Supplies	6,124	2,228	1,670	1,935	2,145	11%
Postage	1,122	969	350	995	1,200	21%
Copiers	3,467	-	-	-	210	0%
Gas & Oil	981	390	2,250	3,800	-	0%
Department Supplies	4,449	1,306	1,200	1,450	1,325	-9%
TOTAL MATERIALS & SUPPLIES	16,143	4,946	5,470	8,180	4,880	-40%
REPAIRS & MAINTENANCE						
Building R&M	49,417	-	-	-	-	0%
Vehicle R&M	213	348	600	-	-	0%
Vehicle Maintenance Plan	-	42	-	-	-	0%
TOTAL REPAIRS & MAINTENANCE	49,630	390	600	-	-	0%
CONTRACTED SERVICES						
Telephone	6,199	2,162	5,346	2,100	2,185	4%
Utilities	8,446	-	-	-	-	0%
Other Contracted Services	174	2,727	42,000	42,000	71,880	71%
Annual Audit	16,457	12,760	21,250	26,320	20,500	-22%
Legal Services	39,232	62,400	69,000	-	-	0%
Appraisal/Collection Fees	25,515	8,125	16,250	16,250	42,000	158%
Information Technology	35,384	10,081	5,050	2,100	44,470	2018%
Election Expenses	10,030	6,263	12,342	6,370	13,000	104%
General Liability & Property	6,117	-	-	-	-	0%
Codification	1,655	3,655	5,000	5,000	6,500	30%
TOTAL CONTRACTED SERVICES	149,209	108,173	176,238	100,140	200,535	100%
DEPARTMENTAL						
Admin Donations	-	-	5,100	-	-	0%
Employee Relations	12,050	6,340	14,460	13,200	15,000	14%
New Hire Screening	1,514	7,805	2,680	6,220	5,000	-20%
Board Member Screening	-	-	200	400	500	25%
Legal Notices	2,218	-	-	-	2,000	100%
Late Fees	-	2,494	750	2,170	2,000	100%
Filing Fees	-	61	1,000	100	1,000	900%
Special Projects	11,863	8,622	5,000	1,000	-	-100%
Small Equipment	-	4,378	-	-	-	0%
TOTAL DEPARTMENTAL	\$ 27,645	29,700	29,190	23,090	25,500	10%
TOTAL EXPENDITURES	\$ 536,102	514,965	706,658	620,235	699,844	13%



**GENERAL FUND
DEPARTMENTAL BUDGET DETAIL
PLANNING & DEVELOPMENT**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/ 2025 Proposed Change
PERSONNEL						
Salaries & Wages	-	435	85,204	85,205	90,280	6%
Social Security Taxes	-	-	5,283	5,285	5,595	6%
State Unemployment Taxes	-	-	252	255	250	-2%
Medicare	-	-	1,235	1,235	1,310	6%
Retirement (TMRS)	-	-	9,179	9,180	9,930	8%
Worker's Comp	-	-	190	190	200	5%
Health Insurance	-	-	22,508	22,510	21,880	-3%
HRA	-	-	500	500	500	0%
Employee Training	-	-	3,000	1,575	2,200	40%
Dues & Memberships	-	-	750	655	1,100	68%
TOTAL PERSONNEL	-	435	128,101	126,590	133,245	5%
MATERIALS & SUPPLIES						
Office Supplies	-	-	970	85	1,100	1194%
Postage	-	-	124	185	1,250	576%
Department Supplies	-	-	500	130	500	285%
TOTAL MATERIALS & SUPPLIES	-	-	1,594	400	2,850	613%
CONTRACTED SERVICES						
Cell Phones/MIFI	-	-	720	865	720	-17%
Legal Services	-	-	6,000	-	-	0%
Engineering Services	-	-	13,455	7,360	10,000	36%
Information Technology	-	-	-	1,005	1,000	0%
TOTAL CONTRACTED SERVICES	-	-	20,175	9,230	11,720	27%
DEPARTMENTAL						
Legal Notices	-	-	3,000	945	1,000	6%
Recording/Filing Fees	-	-	1,200	440	500	14%
Planning & Development	-	-	-	-	-	-
Small Equipment	-	-	1,770	-	-	0%
TOTAL DEPARTMENTAL	-	-	5,970	1,385	1,500	8%
TOTAL EXPENDITURES	-	435	155,840	137,605	149,315	9%



GENERAL FUND
DEPARTMENTAL BUDGET DETAIL
POLICE

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/ 2025 Proposed Change
PERSONNEL						
Salaries & Wages	\$ 731,887	816,861	1,440,769	1,440,770	1,481,330	3%
Social Security Taxes	43,546	49,923	91,159	91,160	91,840	1%
State Unemployment Taxes	3,679	234	5,977	5,980	6,000	0%
Medicare	10,184	11,676	21,319	21,320	21,480	1%
Retirement (TMRS)	79,373	88,486	158,389	158,390	162,945	3%
Overtime	14,544	13,832	29,537	29,540	30,000	2%
Worker's Comp	19,964	19,204	32,408	32,410	32,500	0%
Health Insurance	153,965	148,641	290,182	290,185	282,060	-3%
HRA	7,000	7,000	10,000	10,000	10,000	0%
Employee Training	8,501	8,794	8,500	9,105	16,000	76%
LEOSE Training	1,955	650	1,300	1,430	1,700	19%
Dues & Memberships	1,104	829	775	990	925	-7%
TOTAL PERSONNEL	1,075,702	1,166,130	2,090,315	2,091,280	2,136,780	2%
MATERIALS & SUPPLIES						
Uniforms	13,187	13,589	18,000	16,950	13,000	-23%
Office Supplies	2,483	3,031	4,800	2,945	5,600	90%
Postage	46	130	300	440	200	-55%
Copiers	1,249	1,239	1,600	1,745	1,000	-43%
Gas & Oil	31,299	44,891	60,000	53,685	60,000	12%
Department Supplies	8,725	13,609	25,150	34,335	25,500	-26%
TOTAL MATERIALS & SUP	56,989	76,489	109,850	110,100	105,300	-4%
REPAIRS & MAINTENANCE						
Building Maintenance	8,508	404	1,250	1,950	1,250	-36%
Vehicle R&M	13,732	15,470	13,300	26,890	13,000	-52%
Vehicle Maintenance Plan	-	549	-	-	-	0%
Equipment R&M	292	370	500	2,920	750	-74%
TOTAL REPAIRS & MAINTENANCE	22,532	16,793	15,050	31,760	15,000	-53%
CONTRACTED SERVICES						
Cell Phones/MIFI	11,467	7,268	10,500	9,600	10,000	4%
Utilities	7,675	702	960	1,130	960	-15%
Contracted Services	24,074	23,623	22,000	21,920	24,300	11%
Dispatch Services	50,932	65,609	118,550	118,500	90,210	-24%
Information Technology	36,988	23,243	33,250	18,385	35,500	93%
Liability & Property	12,911	14,389	13,441	17,695	18,230	3%
TOTAL CONTRACTED SERVICES	144,047	134,834	198,701	187,230	179,200	-4%
DEPARTMENTAL						
Small Equipment	-	6,129	12,000	12,000	1,200	-90%
Special Projects	15,936	-	-	-	5,000	100%
National Night Out	7,171	-	-	-	12,000	100%
TOTAL DEPARTMENTAL	23,107	6,129	12,000	12,000	18,200	52%
DEBT SERVICE						
Vehicle Lease Payments	-	-	134,432	134,435	166,615	24%
TOTAL DEBT SERVICE	-	-	134,432	134,435	166,615	24%
TOTAL EXPENDITURES	\$ 1,322,377	1,400,375	2,560,348	2,566,805	2,621,095	2%



**GENERAL FUND
DEPARTMENTAL BUDGET DETAIL
CODE COMPLIANCE/ANIMAL CONTROL**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/ 2025 Proposed Change
PERSONNEL						
Salaries & Wages	30,442	46,185	43,474	43,475	43,900	1%
Social Security Taxes	1,649	2,601	2,695	2,695	2,720	1%
State Unemployment Taxes	252	9	252	255	250	-2%
Medicare	386	608	631	635	635	0%
Retirement (TMRS)	3,256	4,923	4,683	4,685	4,830	3%
Overtime	96	8	-	-	-	0%
Worker's Comp	-	1,565	1,050	1,050	1,500	43%
Health Insurance	10,146	13,553	11,555	11,555	11,230	-3%
HRA	-	500	500	500	500	0%
Employee Training	293	100	500	590	800	36%
Dues & Memberships	182	100	360	320	350	9%
TOTAL PERSONNEL	46,702	70,152	65,700	65,760	66,715	1%
MATERIALS & SUPPLIES						
Uniforms	616	4	400	525	600	14%
Office Supplies	1,866	39	200	585	250	-57%
Postage	612	1,258	1,000	1,390	500	-64%
Gas & Oil	1,185	1,184	1,500	2,780	2,000	-28%
Department Supplies	662	1,159	950	1,240	1,300	5%
TOTAL MATERIALS & SUPPLIES	4,941	3,644	4,050	6,520	4,650	-29%
REPAIRS & MAINTENANCE						
Vehicle R&M	935	2,241	2,040	1,585	2,240	41%
Vehicle Maintenance Plan	-	36	-	-	-	0%
Equipment R&M	95	-	250	250	200	-20%
TOTAL REPAIRS & MAINTENANCE	1,030	2,277	2,290	1,835	2,440	33%
CONTRACTED SERVICES						
Cell Phones/MIFI	505	581	684	875	600	-31%
Contracted Services	9,455	1,960	5,000	5,000	17,000	240%
Information Technology	3,559	3,394	3,600	5,335	3,600	-33%
Liability & Property	-	465	300	705	500	-29%
TOTAL CONTRACTED SERVICES	13,519	6,400	9,584	11,915	21,700	82%
DEPARTMENTAL						
Legal Notices	254	-	-	-	500	100%
TOTAL DEPARTMENTAL	254	-	-	-	500	100%
DEBT SERVICE						
Vehicle Lease Payments	-	-	-	-	13,500	100%
TOTAL DEBT SERVICE	-	-	-	-	13,500	100%
TOTAL EXPENDITURES	66,446	82,473	81,624	86,030	109,505	27%



**GENERAL FUND
DEPARTMENTAL BUDGET DETAIL
MUNICIPAL COURT**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected /2025 Proposed Change
PERSONNEL						
Salaries & Wages	49,020	49,182	61,122	61,125	63,455	4%
Social Security Taxes	3,116	2,959	3,886	3,890	3,934	1%
State Unemployment Taxes	252	9	252	255	250	-2%
Medicare	729	692	909	910	920	1%
Retirement (TMRS)	5,358	5,323	6,752	6,755	6,980	3%
Overtime	1,355	1,031	1,559	1,560	1,600	3%
Worker's Comp	116	126	140	140	150	7%
Health Insurance	9,629	10,977	11,675	11,675	11,348	-3%
HRA	500	500	500	500	500	0%
Employee Training	474	478	1,550	1,200	1,550	29%
Dues & Memberships	125	110	130	110	130	18%
TOTAL PERSONNEL	70,674	71,387	88,475	88,120	90,817	3%
MATERIALS & SUPPLIES						
Office Supplies	968	458	500	225	500	122%
Postage	153	393	1,000	160	1,000	525%
TOTAL MATERIALS & SUPPLIES	1,121	851	1,500	385	1,500	290%
CONTRACTED SERVICES						
Contracted Services	11,500	13,200	16,200	12,150	16,200	33%
Cell Phones & MIFI	-	388	400	400	400	0%
Information Technology	17,410	6,631	10,642	7,110	10,645	50%
TOTAL CONTRACTED SERVICES	28,910	20,219	27,242	19,660	27,245	39%
DEPARTMENTAL						
Small Equipment	-	1,000	2,000	3,315	2,000	-40%
Merchant Fees	-	2,664	2,312	2,625	2,000	-24%
TOTAL DEPARTMENTAL	-	3,664	4,312	5,940	4,000	-33%
TOTAL EXPENDITURES	100,705	97,509	121,529	114,105	123,562	8%



**GENERAL FUND
DEPARTMENTAL BUDGET DETAIL
FIRE**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/ 2025 Proposed Change
PERSONNEL						
Salaries & Wages	-	141,343	519,938	507,030	683,790	35%
Social Security Taxes	-	8,704	35,194	34,270	42,395	24%
State Unemployment Taxes	-	80	2,323	-	2,325	100%
Medicare	-	2,036	8,231	8,040	9,915	23%
Retirement (TMRS)	-	7,275	57,246	57,385	75,215	31%
Overtime	-	-	36,751	54,895	36,750	-33%
Worker's Comp	1,836	8,341	15,502	10,605	12,570	19%
Health Insurance	-	400	91,982	76,835	74,685	-3%
Stipend Pay	-	-	10,950	5,185	10,950	111%
HRA	-	500	3,416	-	3,420	100%
Employee Training	-	6,466	12,953	3,360	12,200	263%
Dues & Memberships	-	4,256	2,460	2,695	2,750	2%
TOTAL PERSONNEL	1,836	179,401	796,946	760,300	966,965	407%
MATERIALS & SUPPLIES						
Uniforms	-	61,315	14,000	11,195	14,000	25%
Office Supplies	-	1,040	900	160	900	463%
Postage	-	1,421	50	-	50	100%
Gas & Oil	-	9,993	14,500	14,485	14,500	0%
Small Equipment	-	20,772	-	-	-	-
Department Supplies	-	4,294	4,500	7,365	4,500	-39%
TOTAL MATERIALS & SUPPLIES	-	98,835	33,950	33,205	33,950	2%
REPAIRS & MAINTENANCE						
Building Maintenance	-	12,487	10,000	3,570	10,000	180%
Vehicle R&M	-	44,779	-	36,730	30,150	-18%
Vehicle Maintenance Plan	-	222	1,800	1,800	-	-100%
Equipment R&M	-	9,644	-	12,475	9,000	-28%
TOTAL REPAIRS & MAINTENANCE	-	67,132	11,800	54,575	49,150	-10%
CONTRACTED SERVICES						
Cell Phones/MIFI	-	1,702	3,200	3,115	3,200	3%
Utilities	2,975	4,456	6,800	7,035	6,800	-3%
Contracted Services	-	996	5,236	9,585	5,235	-45%
Information Technology	-	4,654	-	2,805	750	-73%
Liability & Property	4,636	-	8,000	7,665	8,000	4%
TOTAL CONTRACTED SERVICES	7,611	11,808	23,236	30,205	23,985	-21%
DEPARTMENTAL						
Community Outreach	-	1,369	2,500	345	2,500	0%
Special Projects	-	100	-	9,785	2,500	0%
Fire Marshall	-	-	7,950	4,995	7,950	59%
Small Equipment <\$5,000	1,644	-	61,800	11,050	47,500	330%
TOTAL DEPARTMENTAL	1,644	1,469	72,250	26,175	60,450	131%
DEBT SERVICE						
Lease Payments	13,544	266,404	1,800	-	-	0%
Vehicle Make Ready	-	8,386	-	-	-	0%
Vehicle Lease Payments	-	3,285	39,708	18,450	46,250	0%
TOTAL DEBT SERVICE	13,544	278,075	39,708	18,450	46,250	151%
CAPITAL OUTLAY						
Lifepak Defib/Monitor	-	28,080	1,800	-	-	0%
TOTAL CAPITAL OUTLAY	-	28,080	1,800	-	-	0%
TOTAL EXPENDITURES	24,635	664,800	979,690	922,910	1,180,750	28%



**GENERAL FUND
DEPARTMENTAL BUDGET DETAIL
STREETS**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/ 2025 Proposed Change
PERSONNEL						
Salaries & Wages	135,598	92,460	111,934	111,935	92,955	-17%
Social Security Taxes	8,849	5,867	8,028	8,030	5,765	-28%
State Unemployment Taxes	895	25	630	-	200	100%
Medicare	2,072	1,374	1,878	1,880	1,350	-28%
Retirement (TMRS)	15,350	10,267	13,949	13,950	10,225	-27%
Overtime	8,570	4,125	4,291	8,870	6,700	-24%
Worker's Comp	3,576	4,991	3,170	3,300	6,330	92%
Health Insurance	31,785	21,151	31,149	31,150	30,280	-3%
HRA	1,750	1,250	1,250	1,250	1,250	0%
Employee Training	585	2,461	2,500	2,305	3,000	30%
TOTAL PERSONNEL	209,030	143,971	178,779	182,670	158,055	-13%
MATERIALS & SUPPLIES						
Uniforms	3,136	2,254	2,000	905	3,000	231%
Office Supplies	536	365	200	750	300	-60%
Gas & Oil	6,082	7,613	6,500	14,510	6,500	-55%
Department Supplies	6,601	5,358	8,700	1,785	20,000	1020%
TOTAL MATERIALS & SUPPLIES	16,355	15,590	17,400	17,950	29,800	66%
REPAIRS & MAINTENANCE						
Building Maintenance	1,561	1,571	1,000	1,790	1,000	-44%
Vehicle R&M	1,871	1,238	5,000	4,125	5,000	21%
Vehicle Maintenance Plan	-	53	-	-	2,535	100%
Equipment R&M	8,061	3,509	7,500	8,095	7,500	-7%
Street Repairs	-	-	-	-	-	0%
PW Drainage	-	-	-	-	-	0%
TOTAL REPAIRS & MAINTENANCE	11,493	6,371	13,500	14,010	16,035	14%
CONTRACTED SERVICES						
Cell Phones/MIFI	2,155	1,623	1,400	1,400	2,100	50%
Utilities	45,608	39,448	45,000	46,935	45,000	-4%
Contracted Services	-	-	-	10,000	20,000	100%
Engineering	-	5,765	-	-	20,000	0%
Liability & Property	1,530	2,066	1,469	2,095	1,470	-30%
TOTAL CONTRACTED SERVICES	49,293	48,902	47,869	60,430	88,570	47%
DEPARTMENTAL						
Street Signs	8,552	5,862	10,000	10,620	10,000	-6%
Drainage Material	8,179	6,326	10,000	10,000	10,000	0%
Miscellaneous	-	-	-	-	-	0%
Prison Worker Meals	-	-	-	-	-	0%
Rental Equipment	218	572	2,000	-	2,000	100%
Special Projects	1,996	-	-	-	5,000	0%
Small Equipment	8,561	3,694	-	-	-	-
TOTAL DEPARTMENTAL	27,506	16,454	22,000	20,620	27,000	31%
DEBT SERVICE						
Lease Payments	-	-	1,800	1,800	-	-100%
Vehicle Lease Payments	-	-	39,708	39,710	46,155	16%
TOTAL DEBT SERVICE	-	-	41,508	41,510	46,155	11%
PID Fund						
Legal Services	1,440	-	-	-	-	0%
Engineering Services	5,962	8,880	-	-	-	0%
Contracted Services	10,634	5,998	-	-	-	0%
TOTAL PID FUND	18,036	14,878	-	-	-	100%
TOTAL EXPENDITURES	331,713	246,166	321,056	337,190	365,615	8%



**GENERAL FUND
DEPARTMENTAL BUDGET DETAIL
PARKS & RECREATION**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/ 2025 Proposed Change
PERSONNEL						
Salaries & Wages	-	111,511	95,687	95,690	70,475	-26%
Social Security Taxes	-	7,038	6,977	6,980	4,370	-37%
State Unemployment Taxes	-	18	630	630	650	3%
Medicare	-	1,646	1,632	1,635	1,020	-38%
Retirement (TMRS)	-	12,228	12,122	12,125	7,750	-36%
Overtime	-	3,672	3,581	3,585	3,500	-2%
Worker's Comp	-	2,582	2,755	2,755	2,665	-3%
Health Insurance	-	24,266	23,391	23,395	22,740	-3%
HRA	-	1,250	1,000	1,000	1,000	0%
Employee Training	-	1,302	850	1,455	1,500	3%
TOTAL PERSONNEL	-	165,513	148,625	149,250	115,670	-22%
MATERIALS & SUPPLIES						
Uniforms	-	1,654	1,500	2,515	3,200	27%
Office Supplies	-	199	200	195	300	54%
Gas & Oil	-	5,804	5,500	6,950	5,500	-21%
Department Supplies	-	3,676	2,500	4,045	2,500	-38%
TOTAL MATERIALS & SUPPLIES	-	11,333	9,700	13,705	11,500	22%
REPAIRS & MAINTENANCE						
Building Maintenance	-	1,985	2,500	2,560	2,500	-2%
Vehicle R&M	-	571	5,000	1,760	5,000	184%
Vehicle Maintenance Plan	-	53	-	-	-	0%
Equipment R&M	-	1,627	2,500	4,150	3,500	-16%
Drainage Materials	-	-	2,500	-	-	0%
Park Maintenance	-	9,285	15,000	13,205	17,500	33%
TOTAL REPAIRS & MAINTENANCE	-	13,521	27,500	21,675	28,500	33%
CONTRACTED SERVICES						
Cell Phones/MIFI	-	1,441	1,400	1,400	2,100	50%
Utilities	-	3,357	20,000	8,075	20,000	148%
Other Contracted Services	-	-	-	-	-	0%
Engineering	-	1,295	2,500	-	-	0%
General Liability & Prop Ins	-	1,650	-	4,615	-	-100%
TOTAL CONTRACTED SERVICES	-	7,743	23,900	14,090	22,100	57%
DEPARTMENTAL						
Miscellaneous	-	-	2,500	-	-	0%
Rental Equipment	-	-	5,000	-	-	0%
Merchant Service Fees	-	313	5,000	-	-	0%
Special Projects	-	350	25,000	15,760	25,000	59%
Small Equipment <\$5,000	-	2,690	5,000	5,130	5,000	-3%
TOTAL DEPARTMENTAL	-	3,353	42,500	20,890	30,000	44%
DEBT SERVICE						
Vehicle Lease Payments	-	-	-	-	11,833	100%
TOTAL DEBT SERVICE	-	-	-	-	11,833	100%
TOTAL EXPENDITURES BY CLASSIFICATION	-	201,463	252,225	219,610	219,603	0%



DEBT SERVICE FUND

PROPOSED ANNUAL BUDGET

**For the Fiscal Year
Beginning October 1, 2024
Ending September 30, 2025**



**DEBT SERVICE FUND SUMMARY
STATEMENT OF REVENUES & EXPENDITURES**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/2025 Proposed Change
BEGINNING FUND BALANCE	\$ 3,984	8,767	13,144	(5,345)	13,098	-345%
REVENUES & OTHER SOURCES						
REVENUES						
Property Taxes - Current	359,635	579,777	789,625	780,117	825,540	6%
Property Taxes - P&I	2,153	-	6,675	4,339	4,130	-5%
Property Taxes - Delinquent	2,036	-	3,446	2,547	2,475	-3%
Investment Earnings	615	-	-	-	-	0%
TOTAL REVENUES	364,439	579,777	799,746	787,003	832,145	6%
EXPENDITURES						
Bond Administration	615	600	275	600	650	8%
Bond Payments - Principal	245,000	190,000	430,000	430,000	475,000	10%
Bond Payments - Interest	164,041	164,800	387,960	387,960	470,885	21%
TOTAL EXPENDITURES	409,656	355,400	818,235	818,560	946,535	16%
OTHER FINANCING SOURCES (USES)						
Transfers In	50,000	-	-	50,000	127,600	155%
Transfers Out	-	(220,000)	-	-	-	0%
TOTAL TRANSFERS IN (OUT)	50,000	(220,000)	-	50,000	127,600	155%
ENDING FUND BALANCE	\$ 8,767	13,144	(5,345)	13,098	26,308	101%



**DEBT SERVICE FUND
EXPENDITURES DETAIL**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/2025 Proposed Change
DEPARTMENTAL						
Contracted Services	\$ 615	600	550	600	650	8%
TOTAL DEPARTMENTAL						
BOND PAYMENTS - PRINCIPAL						
2018 CO Bonds	60,000	60,000	65,000	65,000	130,000	100%
2020 CO Bonds	185,000	130,000	135,000	135,000	145,000	7%
2022 CO Bonds	-	-	230,000	230,000	200,000	-13%
TOTAL BOND PAYMENTS - PRINCIPAL	245,000	190,000	430,000	430,000	475,000	10%
BOND PAYMENTS - INTEREST						
2018 CO Bonds	86,500	86,500	82,500	82,500	144,400	75%
2020 CO Bonds	77,541	78,300	69,720	69,720	61,370	-12%
2022 CO Bonds	-	-	235,740	235,740	265,115	12%
TOTAL BOND PAYMENTS - INTEREST	164,041	164,800	387,960	387,960	470,885	21%
TRANSFERS						
Transfers Out to W/S Fund	-	(220,000)	-	(50,000)	-	0%
TOTAL TRANSFERS	-	(220,000)	-	(50,000)	-	0%
TOTAL EXPENDITURES	\$ 409,656	575,400	818,510	768,560	946,535	23%

5-year Property Tax-Supported Debt Schedule (FYE 2025-2029)

General Fund Combination Tax & Revenue Certificates of Obligation Series 2018

FYE 9/30	Principal	Interest	Total
2025	70,000	77,200	147,200
2026	75,000	74,300	149,300
2027	75,000	71,300	146,300
2028	80,000	68,200	148,200
2029	80,000	65,000	145,000
2030 and after	1,585,000	486,900	2,071,900
Total	1,965,000	842,900	2,807,900

**Retires on February 15, 2043; Total outstanding balance as of 09/30/24 = \$1,965,000*

(Funded construction of City streets (Bull Dog and Student Drive), Type B Community Development currently contributes \$30,000 per year to fund annual debt service requirements.)

General Fund Combination Tax & Revenue Certificates of Obligation Series 2020

FYE 9/30	Principal	Interest	Total
2025	145,000	61,370	206,370
2026	145,000	58,470	203,470
2027	150,000	55,520	205,520
2028	150,000	52,520	202,520
2029	155,000	49,470	204,470
2030 & after	2,840,000	443,725	3,283,725
Total	3,585,000	721,075	4,306,075

Retires on February 15, 2045; total outstanding balance as of 09/30/24 = \$3,585,000.

(To fund construction of Venus parkway)

General Fund Combination Tax & Revenue Certificates of Obligation Series 2022

FYE 9/30	Principal	Interest	Total
2025	200,000	265,363	465,363
2026	205,000	258,174	463,174
2027	215,000	250,719	465,719
2028	225,000	242,909	467,909
2029	235,000	234,744	469,744
2030 & after	6,495,000	1,183,481	7,678,481
Total	7,575,000	2,435,389	10,010,389

Retires on February 15, 2037; total outstanding balance as of 09/30/24 = \$7,575,000

(To fund construction of City Fire department.)

5-year Property Tax-Supported Debt Schedule (FYE 2025-2029)

TOTAL I&S PROPERTY TAX SUPPORTED DEBT

FYE 9/30	Principal	Interest	Total
2025	415,000	403,933	818,933
2026	425,000	390,944	815,944
2027	440,000	377,539	817,539
2028	455,000	363,629	818,629
2029	470,000	349,214	819,214
2030 & after	10,920,000	2,114,106	13,034,106
Total	13,125,000	3,999,364	17,124,364

Water & Sewer Combination Tax & Revenue Certificates of Obligation Series 2018

FYE 9/30	Principal	Interest	Total
2025	60,000	67,600	127,600
2026	65,000	65,100	130,100
2027	65,000	62,500	127,500
2028	70,000	59,800	129,800
2029	75,000	56,900	131,900
2030 & after	1,385,000	423,100	1,808,100
Total	1,720,000	735,000	2,455,000

Retires on February 15, 2043 total outstanding balance as of 09/30/24 \$1,720,000

(To fund public improvements.)



Venus Community Services Development Corp.

PROPOSED ANNUAL BUDGET

**For the Fiscal Year
Beginning October 1, 2024
Ending September 30, 2025**

VENUS COMMUNITY SERVICES DEVELOPMENT CORP.

FY 2024-2025

PROPOSED ANNUAL BUDGET

VCSDC BOARD

JEANNIE PRAZAK BOARD MEMBER, PLACE 1
PATRICIA JOHNSON BOARD MEMBER, PLACE 2
BOBBY MATTHEWS BOARD MEMBER, PLACE 3
CASEY TUCKER BOARD MEMBER, PLACE 4
JIRA SANSOM BOARD MEMBER, PLACE 5
JOE RUSSELL (CHAIRPERSON) BOARD MEMBER, PLACE 6
RAY JACKMAN BOARD MEMBER, PLACE 7

APPOINTED OFFICIALS

JOSHUA JONES..... EDC DIRECTOR

BUDGET DOCUMENT PREPARATION

JOSHUA JONES EDC DIRECTOR



VENUS COMMUNITY SERVICES DEVELOPMENT CORPORATION (VCSDC) FUND SUMMARY
STATEMENT OF REVENUES & EXPENDITURES

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/2025 Proposed Change
BEGINNING FUND BALANCE	\$ 310,972	398,516	590,011	590,011	771,076	31%
REVENUES & OTHER SOURCES						
REVENUES						
Sales Taxes	299,531	362,660	350,000	386,485	405,810	5%
Special Events	1,325	33	-	850	-	-100%
Investment Earnings	388	8,302	2,500	9,325	10,070	8%
TOTAL REVENUES	301,244	370,995	352,500	396,660	415,880	5%
EXPENDITURES						
Personnel	-	44,138	155,757	85,430	154,365	-1%
Training & Travel	-	-	-	-	2,050	100%
Supplies	-	4,445	5,050	1,740	3,050	-40%
Utilities	-	12,355	12,600	12,050	12,600	0%
Small Equipment	-	-	2,500	2,845	2,500	0%
Repairs & Maintenance	-	3,587	2,950	2,010	2,950	0%
Contracted Services	-	15,309	60,467	24,075	18,235	-70%
Departmental	86,237	43,885	94,888	37,445	88,000	-7%
Capital Outlay	77,463	55,781	180,000	-	180,000	0%
TOTAL EXPENDITURES	163,700	179,500	514,212	165,595	463,750	-10%
OTHER FINANCING SOURCES (USES)						
Transfers (To) From Other Government	(50,000)	-	-	(50,000)	-	0%
ENDING FUND BALANCE	\$ 398,516	590,011	428,299	771,076	723,206	69%



Annual Operating Budget

VCSDC FUND
EXPENDITURES DETAIL

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/2025 Proposed Change
PERSONNEL						
Salaries & Wages	\$ 34,472	55,587	119,749	59,315	108,520	-9%
Social Security Taxes	2,155	-	4,313	3,795	6,730	56%
State Unemployment Taxes	605	-	504	-	750	49%
Medicare	504	-	1,009	890	1,575	56%
Retirement (TMRS)	3,484	-	7,495	7,300	15,195	103%
Overtime	-	-	2,884	-	-	-100%
Worker's Comp	-	-	1,703	-	1,690	-1%
Health Insurance	8,481	-	17,350	13,380	19,105	10%
HRA	500	-	750	750	800	7%
TOTAL PERSONNEL	50,201	55,587	155,757	85,430	154,365	-1%
TRAINING & TRAVEL						
Training & Travel	-	574	-	-	1,500	100%
Dues & Memberships	-	-	-	-	550	100%
TOTAL TRAINING & TRAVEL	-	574	-	-	2,050	100%
SUPPLIES						
Uniforms	437	-	300	-	300	0%
Office Supplies	-	1,828	2,500	-	500	-80%
Gas & Oil	1,828	65	750	50	750	0%
Department Supplies	1,150	352	1,500	1,690	1,500	0%
TOTAL SUPPLIES	3,415	2,245	5,050	1,740	3,050	-40%
UTILITIES						
Cell Phones/MIFI	386	331	600	445	600	0%
Utilities	13,240	13,593	12,000	11,605	12,000	0%
TOTAL UTILITIES	13,626	13,924	12,600	12,050	12,600	0%
SMALL EQUIPMENT						
Small Equipment	60	-	2,500	2,845	2,500	0%
TOTAL SMALL EQUIPMENT	60	-	2,500	2,845	2,500	0%
REPAIRS & MAINTENANCE						
Building Maintenance	3,464	4,405	2,500	1,815	2,500	0%
Vehicle R&M	26	-	450	195	450	0%
Equipment R&M	1,241	-	450	195	450	0%
Park Maintenance	4,466	4,495	-	-	-	0%
TOTAL REPAIRS & MAINTENANCE	9,197	8,900	3,400	2,205	3,400	0%
CONTRACTED SERVICES						
Contracted Services	4,005	41,381	45,000	-	-	-100%
Audit Services	2,000	2,000	2,000	12,500	4,000	100%
Legal Services	3,781	3,600	3,600	2,700	3,600	0%
Administrative Costs	-	10,493	8,367	6,265	9,060	8%
Liability & Property Ins	-	934	1,500	2,610	1,575	5%
TOTAL CONTRACTED SERVICES	9,786	58,408	60,467	24,075	18,235	-70%
DEPARTMENTAL						
Marketing & Promotional	-	4,451	2,500	-	2,500	0%
City Contr Special Events	-	20,000	85,000	35,000	35,000	-59%
City Contr Land Purchase	-	50,763	-	-	-	0%
Economic Dev. Incentives	-	-	-	-	50,000	100%
Miscellaneous	-	7,310	500	245	500	0%
Vehicle Lease	-	-	6,888	2,200	-	-100%
TOTAL DEPARTMENTAL	-	82,524	94,888	37,445	88,000	-7%
CAPITAL EXPENDITURES						
Park Improvements	77,463	72,799	180,000	-	180,000	0%
TOTAL CAPITAL EXPENDITURES	77,463	72,799	180,000	-	180,000	0%
TRANSFERS						
Transfers Out	-	-	-	50,000	-	100%
TOTAL TRANSFERS	-	-	-	50,000	-	100%
TOTAL EXPENDITURES	\$ 163,748	294,961	514,662	215,790	464,200	-10%



SPECIAL REVENUE FUNDS

PROPOSED ANNUAL BUDGET

**For the Fiscal Year
Beginning October 1, 2024
Ending September 30, 2025**



**STREET MAINTENANCE TAX FUND SUMMARY
STATEMENT OF REVENUES & EXPENDITURES**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/2025 Proposed Change
BEGINNING FUND BALANCE	24,907	63,154	173,776	342,441	438,002	28%
REVENUES						
Sales Taxes (Street)	149,765	165,425	181,330	219,156	225,730	3%
Interest	-	-	-	-	-	0%
TOTAL REVENUES	149,765	165,425	181,330	219,156	225,730	3%
EXPENDITURES						
Street Repairs	12,665	47,178	-	104,182	250,000	140%
Street Materials	-	-	12,665	19,413	-	-100%
Capital Outlay	-	7,625	-	-	-	0%
TOTAL EXPENDITURES	12,665	54,803	12,665	123,595	250,000	102%
OTHER FINANCING SOURCES (USES)						
Transfers (To) From Other Government	(98,853)	-	-	-	-	0%
ENDING FUND BALANCE	63,154	173,776	342,441	438,002	413,732	-6%



**COURT SECURITY FUND SUMMARY
STATEMENT OF REVENUES & EXPENDITURES**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/2025 Proposed Change
BEGINNING FUND BALANCE	\$ 20,423	3,182	6,433	6,433	8,683	35%
REVENUES						
Municipal Court Building Fees	2,182	3,251	4,000	3,250	3,200	-2%
Interest	-	-	-	-	-	0%
TOTAL REVENUES	2,182	3,251	4,000	3,250	3,200	-2%
EXPENDITURES						
Court Bailiff	-	-	1,000	1,000	1,000	0%
TOTAL EXPENDITURES	-	-	1,000	1,000	1,000	0%
OTHER FINANCING SHOURCES (USES)						
Transfers (To) From Other Government	(19,423)	-	-	-	-	0%
ENDING FUND BALANCE	\$ 3,182	6,433	9,433	8,683	10,883	25%



**COURT TECHNOLOGY FUND SUMMARY
STATEMENT OF REVENUES & EXPENDITURES**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/2025 Proposed Change
BEGINNING FUND BALANCE	\$ -	-	44	44	1,111	2425%
REVENUES						
Court Technology Fees	1,921	2,716	3,300	2,745	3,000	9%
Interest	-	-	-	-	-	0%
TOTAL REVENUES	1,921	2,716	3,300	2,745	3,000	9%
EXPENDITURES						
Information Technology	1,921	2,672	1,600	1,678	1,700	1%
TOTAL EXPENDITURES	1,921	2,672	1,600	1,678	1,700	1%
OTHER FINANCING SHOURCES (USES)						
Transfers (To) From Other Government	-	-	-	-	-	0%
ENDING FUND BALANCE	\$ -	44	1,744	1,111	2,411	117%



WATER & SEWER FUND

PROPOSED ANNUAL BUDGET

**For the Fiscal Year
Beginning October 1, 2024
Ending September 30, 2025**



**WATER & SEWER FUND SUMMARY
STATEMENT OF REVENUES & EXPENDITURES**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/ 2025 Proposed Change
BEGINNING NET POSITION \$	5,114,907	6,473,054	8,039,049	8,509,966	8,294,080	-3%
REVENUES						
Water & Sewer Service	2,902,428	4,854,349	4,122,746	4,354,671	4,573,477	5%
Sanitation Service	506,326	498,903	608,538	653,914	673,531	3%
Miscellaneous	3,537	613	589,730	123,069	128,000	4%
TOTAL REVENUES	3,412,291	5,353,865	5,321,014	5,131,654	5,375,008	5%
EXPENDITURES						
Personnel	421,399	503,570	605,563	603,313	859,408	42%
Materials & Supplies	100,635	173,331	109,134	94,294	250,925	166%
Contractual Services	2,353,981	2,700,254	3,749,473	4,272,828	4,567,276	7%
Depreciation	300,700	317,221	316,684	315,000	315,000	0%
TOTAL EXPENDITURES	3,176,715	3,694,376	4,780,854	5,285,435	5,992,609	13%
NONOPERATING REVENUES (EXP)						
Investment Earnings	16,697	11,542	30,757	37,895	39,032	3%
Interest Expense	(117,727)	(104,158)	(100,000)	(100,000)	(100,000)	0%
Transfers Out	(229,705)	(109,573)	-	-	-	0%
Capital Contributions	1,453,306	108,695	-	-	-	0%
TOTAL NONOPERATING REVENUES (EXP)	1,122,571	(93,494)	(69,243)	(62,105)	(60,968)	-2%
ENDING NET POSITION \$	6,473,054	8,039,049	8,509,966	8,294,080	7,615,511	-8%



**WATER & SEWER FUND SUMMARY
REVENUES BY SOURCE**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/ 2025 Proposed Change
CHARGES FOR SERVICES						
Water						
Water Sales	1,126,850	1,255,672	1,501,626	1,552,560	1,599,137	3%
Water Taps	91,250	1,750	3,000	7,800	6,885	-12%
Water Meters	2,950	1,575	-	2,250	2,000	-11%
Bulk Water Sales	27,313	2,120	1,250	1,320	1,500	14%
Reconnect Fees	2,540	1,466	20,495	24,990	25,000	0%
Late Charges	16,859	35,243	47,920	47,048	46,850	0%
4% Civil Inspection Fees	-	122,532	157,610	(8,137)	116,590	-1533%
Sewer						
Sewer Sales	1,529,226	1,784,491	2,388,845	2,670,840	2,750,965	3%
Sewer Taps	-	2,000	-	-	-	0%
Sewer Connections	104,600	1,000	2,000	56,000	24,550	-56%
Irrigation Backflow Test	840	-	-	-	-	0%
Sanitation						
Commercial Garbage	506,326	449,517	248,248	242,210	249,476	3%
Residential Garbage	-	49,386	360,290	411,704	424,055	3%
TOTAL CHARGES FOR SERVICES	3,408,754	3,706,752	4,731,284	5,008,585	5,247,008	5%
MISCELLANEOUS						
Garbage Miscellaneous	-	226	105	1,000	500	-50%
Mtn. Peak SUD True-up (TRA)	-	-	23,872	122,069	125,000	2%
NSF Charges	50	395	425	-	500	100%
Miscellaneous	3,319	(8)	2,303	-	2,000	100%
Cash Over (Short)	-	-	(1,565)	-	-	0%
Grants (ARPA)	-	-	564,590	-	-	0%
Infrastructure Rehab Reim	168	-	-	-	-	0%
TOTAL MISCELLANEOUS	3,537	613	589,730	123,069	128,000	4%
TOTAL REVENUES	3,412,291	3,707,365	5,321,014	5,131,654	5,375,008	5%



**WATER & SEWER FUND SUMMARY
DEPARTMENTAL BUDGET DETAIL
NONDEPARTMENTAL**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/2025 Proposed Change
PERSONNEL						
Salaries & Wages	\$ 291,140	-	-	-	-	0%
Social Security Taxes	17,432	-	-	-	-	0%
State Unemployment Taxes	1,702	-	-	-	-	0%
Medicare	4,077	-	-	-	-	0%
Retirement (TMRS)	27,890	(20,238)	-	-	-	0%
Overtime	7,965	-	-	-	-	0%
Worker's Comp	5,408	-	-	-	-	0%
Accrued Compensation	4,975	(1,612)	-	-	-	0%
Health Insurance	56,810	-	-	-	-	0%
HRA	4,000	-	-	-	-	0%
TOTAL PERSONNEL	421,399	(21,850)	-	-	-	0%
TOTAL MATERIALS & SUPPLIES	100,635	111,063	2,986	-	-	0%
TOTAL REPAIRS & MAINTENANCE	65,085	-	-	-	-	0%
TOTAL CONTRACTED SERVICES	2,288,896	(12,823)	30,832	3,025	-	0%
DEPRECIATION						
Depreciation Expense	210,641	227,161	230,866	315,000	315,000	0%
Amortization Expense	90,059	90,060	85,818	-	-	0%
TOTAL DEPRECIATION	300,700	317,221	316,684	315,000	315,000	0%
DEBT SERVICE						
Bond Principle	-	-	-	140,000	60,000	-57%
Bond Interest	-	70,651	70,239	64,920	67,600	4%
Capital Lease Interest	-	370	-	-	-	0%
TRA Buy-In	-	-	-	77,500	77,500	0%
Note Payable Interest	-	33,137	25,339	25,575	24,575	-4%
TOTAL DEBT SERVICE	-	104,158	95,578	307,995	229,675	-25%
OTHER USES						
Transfers Out to Other Funds	-	-	-	-	127,600	100%
TOTAL OTHER USES	-	-	-	-	127,600	0%
TOTAL EXPENDITURES	\$ 3,176,715	497,769	516,319	375,940	424,875	13%



**WATER & SEWER FUND SUMMARY
DEPARTMENTAL BUDGET DETAIL
ADMINISTRATION**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/2025 Proposed Change
PERSONNEL						
Salaries & Wages	\$ -	200,598	225,908	168,963	367,865	118%
Social Security Taxes	-	12,891	14,019	10,368	22,810	120%
State Unemployment Taxes	-	553	34	-	100	100%
Medicare	-	2,607	3,279	2,425	5,335	120%
Retirement (TMRS)	-	22,274	22,254	17,766	40,465	128%
Overtime	-	2,662	3,584	600	2,200	267%
Worker's Comp	-	446	116	1,365	1,400	3%
Health Insurance	-	28,787	38,542	28,032	27,247	-3%
HRA	-	1,375	-	-	1,875	100%
Employee Training	-	672	-	-	500	100%
TOTAL PERSONNEL	-	272,865	307,736	229,519	469,797	105%
MATERIALS & SUPPLIES						
Uniforms	-	593	469	80	150	88%
Office Supplies	-	2,537	2,387	245	500	104%
Chemicals	-	-	-	-	-	0%
Postage	-	9,621	11,963	15,060	15,575	3%
TCEQ Permits	-	-	-	-	-	0%
Gas & Oil	-	2,142	163	110	250	127%
Small Equipment <\$5,000	-	1,100	-	-	12,000	0%
Information Technology	-	21,571	31,777	34,444	67,000	95%
Department Supplies	-	445	248	25	100	300%
TOTAL MATERIALS & SUPPLIES	-	38,009	47,007	49,964	95,575	91%
REPAIRS & MAINTENANCE						
Building Maintenance	-	8,122	997	1,075	1,265	18%
Vehicle R&M	-	100	175	-	-	0%
System R&M	-	-	-	-	-	0%
Vehicle Maintenance Plan	-	42	5,074	1,209	-	-100%
TOTAL REPAIRS & MAINTENANCE	-	8,264	6,246	2,284	1,265	-45%
CONTRACTED SERVICES						
Cell Phones/MIFI	-	893	732	748	750	0%
Telephone	-	586	-	-	-	0%
Utilities	-	180	167	157	160	2%
Data Prose	-	6,659	8,326	9,774	10,000	2%
Audit Services	-	11,625	13,450	13,700	14,150	3%
Miscellaneous	-	478	261	120	235	96%
Merchant Service Fees	-	15,045	10,063	40,327	37,825	-6%
Special Projects	-	13,609	1,872	135	-	-100%
Mtn. Peak Billing Fees	-	19,343	-	-	-	0%
Civil Inspections	-	64,361	950	-	-	0%
TOTAL CONTRACTED SERVICES	-	132,779	35,821	64,961	63,120	-3%
TOTAL EXPENDITURES	\$ -	451,917	396,810	346,728	629,757	82%



**WATER & SEWER FUND SUMMARY
DEPARTMENTAL BUDGET DETAIL
WATER**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/2025 Proposed Change
PERSONNEL						
Salaries & Wages	\$ -	93,665	92,791	119,628	144,885	21%
Social Security Taxes	-	5,805	5,768	7,692	8,985	17%
State Unemployment Taxes	-	63	41	-	100	100%
Medicare	-	1,358	1,349	1,800	2,100	17%
Retirement (TMRS)	-	10,259	8,702	14,410	15,935	11%
Overtime	-	2,675	10,255	6,529	6,485	-1%
Worker's Comp	-	2,544	3,277	7,146	7,000	-2%
Health Insurance	-	15,746	26,457	26,557	25,813	-3%
HRA	-	1,000	-	-	1,250	100%
Employee Training	-	2,172	2,404	2,747	5,000	100%
BNSF Railroad Leases	-	-	1,210	2,650	-	-100%
TOTAL PERSONNEL	-	135,287	152,254	189,159	217,553	15%
MATERIALS & SUPPLIES						
Dues & Memberships	-	119	1,048	68	1,700	2400%
Uniforms	-	1,854	1,978	2,747	3,000	9%
Office Supplies	-	495	413	298	750	152%
Postage	-	-	87	41	500	1120%
TCEQ Permits	-	-	-	-	550	100%
Gas & Oil	-	5,691	14,690	9,219	7,000	-24%
Department Supplies	-	2,956	2,300	3,108	4,000	29%
Other Capital Outlay <\$5,000	-	332	846	3,580	5,000	40%
Rental Equipment	-	-	-	-	2,000	
Chemicals	-	-	588	1,459	1,400	-4%
TOTAL MATERIALS & SUPPLIES	-	11,447	21,950	20,520	25,900	26%
REPAIRS & MAINTENANCE						
Building Maintenance	-	213	194	1,391	5,000	259%
Vehicle R&M	-	2,147	68	-	2,600	100%
Equipment R&M	-	4,035	4,418	11,492	8,000	-30%
Contracted System R&M	-	6,453	43,400	24,244	25,000	3%
System Parts & Supplies	-	30,516	17,879	21,707	20,000	-8%
Vehicle Maintenance Plan	-	74	801	-	-	0%
TOTAL REPAIRS & MAINTENANCE	-	43,438	66,760	58,834	60,600	3%
TOTAL CONTRACTED SERVICES	-	796,062	905,973	969,962	1,032,323	6%
DEPARTMENTAL						
Small Equipment <\$5,000	-	-	400	-	-	0%
TOTAL DEPARTMENTAL	-	-	400	-	-	0%
VEHICLE LEASES						
Vehicle Lease Payments	-	-	12,984	9,078	-	0%
TOTAL VEHICLE LEASES	-	-	12,984	9,078	-	-100%
TOTAL EXPENDITURES	\$ -	986,234	1,160,321	1,247,553	1,336,377	7% ³⁸



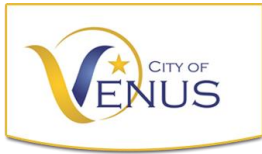
**WATER & SEWER FUND SUMMARY
DEPARTMENTAL BUDGET DETAIL
SEWER**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/2025 Proposed Change
PERSONNEL						
Salaries & Wages	\$ -	77,632	90,993	114,445	114,690	0%
Social Security Taxes	-	4,820	5,657	7,390	7,110	-4%
State Unemployment Taxes	-	18	14	-	-	0%
Medicare	-	1,127	1,323	1,730	1,665	-4%
Retirement (TMRS)	-	8,548	8,506	13,920	12,615	-9%
Overtime	-	2,676	10,255	6,530	5,000	-23%
Worker's Comp	-	2,544	2,041	6,680	4,200	-37%
Health Insurance	-	12,182	21,883	26,520	25,777	-3%
HRA	-	1,000	-	-	1,000	100%
Employee Training	-	1,729	969	2,125	6,700	215%
BNSF Railroad Leases	-	4,992	3,932	5,295	-	-100%
TOTAL PERSONNEL	-	117,268	145,573	184,635	172,057	-7%
MATERIALS & SUPPLIES						
TOTAL MATERIALS & SUPPLIES	-	12,812	37,191	23,810	129,450	444%
REPAIRS & MAINTENANCE						
Building Maintenance	-	213	189	1,380	5,000	262%
Vehicle R&M	-	428	(256)	1,315	2,600	98%
Equipment R&M	-	3,510	1,429	16,660	8,000	-52%
Contracted System R&M	-	23,614	31,217	26,940	50,000	86%
System Parts & Supplies	-	8,080	3,694	3,700	20,000	441%
Vehicle Maintenance Plan	-	32	-	-	-	0%
TOTAL REPAIRS & MAINTENANCE	-	35,877	36,273	49,995	85,600	71%
CONTRACTED SERVICES						
Cell Phones/MIFI	-	1,798	1,777	1,945	-	-100%
Utilities	-	42,544	37,101	56,055	29,000	-48%
TRA Fees	-	1,103,556	2,022,093	2,433,550	2,555,228	5%
Other Contracted Services	-	-	-	-	55,000	100%
Engineering Services	-	28,192	-	3,105	25,000	705%
General Liability & Prop Ins	-	1,527	4,433	9,785	-	-100%
WWTP Chemicals/Samples	-	500	15,730	120	17,480	14467%
TCEQ Permits	-	620	-	605	5,500	809%
Special Projects	-	14,000	119	-	-	0%
TOTAL CONTRACTED SERVICES	-	1,192,737	2,081,253	2,505,165	2,687,208	7%
VEHICLE LEASES						
Vehicle Lease Payments	-	-	3,191	7,565	-	-100%
TOTAL VEHICLE LEASES	-	-	3,191	7,565	-	-100%
TOTAL EXPENDITURES BY CLASSIFICATION	\$ -	1,358,694	2,303,481	2,771,170	3,074,315	11%



**WATER & SEWER FUND SUMMARY
DEPARTMENTAL BUDGET DETAIL
SANITATION**

	FYE 2021 Audited	FYE 2022 Audited	FYE 2023 Unaudited	FYE 2024 Projected Actuals	FYE 2025 Proposed Budget	FYE 2024 Projected/2025 Proposed Change
CONTRACTED SERVICES						
Commercial Garbage	-	206,144	238,192	235,681	242,751	3%
Residential Garbage	-	297,776	348,123	382,921	394,409	3%
TOTAL CONTRACTED SERVICES	-	503,920	586,315	618,602	637,160	3%
TOTAL EXPENDITURES	\$ -	503,920	586,315	618,602	637,160	3%



AGENDA ITEM REPORT

MEETING DATE:	September 9, 2024
MEETING TYPE:	City Council
SUBMITTED BY:	Joshua Jones, City Administrator
THROUGH:	N/A
ITEM NO.	5.1
AGENDA CAPTION:	Discuss and consider an Ordinance adopting the Operating Budget for Fiscal Year beginning October 1, 2024, and ending September 30, 2025; providing budgetary appropriations for the various operating funds of the City; providing a severability clause; and providing an effective date.
MOTION LANGUAGE:	<i>A roll call vote is required for adoption of FY 2024-2025 annual budget.</i>

Background Information

T

his item is for the discussion and consideration of the proposed FY 2024-2025 Comprehensive Budget.

Budget Implications

Total Annual Budget:	Governmental Funds	\$8.1M
	Proprietary Fund	\$6.1M

Operational Impact

Funds the annual operations of the city.

Legal Review

N/A

Staff Recommendation

Approve item(s) as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF VENUS, TEXAS, ADOPTING THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING BUDGETARY APPROPRIATIONS FOR THE VARIOUS OPERATING FUNDS OF THE CITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Budget Officer has submitted a proposed budget of revenues and expenditures for conducting the affairs of the City and providing for a complete financial plan for FY 2024-2025 and the City Council has received the Budget Officer's proposed budget, a copy of which and all supporting schedules have been filed with the City Secretary of the City of Venus; and

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

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

WHEREAS, following due notice, a public hearing was held on the proposed budget September 9, 2024, at which time all interested persons were given an opportunity to be heard for or against the estimates of any items therein; and

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

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

SECTION 1. That the appropriations for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, for the operation of different funds and purposes of the City of Venus be in accordance with Exhibit "A," "The Operating Budget", which is fully incorporated herein by reference, and which is approved by fund appropriations as follows:

<u>Fund</u>	<u>Adopted</u> <u>FY 2024-2025</u>
<u>General Fund</u>	\$6,456,281
<u>Water & Sewer Fund</u>	\$5,992,609
<u>Capital Fund</u>	\$0
<u>General Fund Debt Service</u>	\$946,535
<u>Court Security Fund</u>	\$1,000
<u>Court Technology Fund</u>	\$1,700

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

SECTION 3. In administering the Budget as adopted herein, the City shall adhere to all adopted policies of the City of Venus.

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

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

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

DULY PASSED by the City Council of the City of Venus, Texas, on the 9th day of September 2024.

APPROVED:

Alejandro Galaviz, Mayor

ATTEST:

Callie Green, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF VENUS, TEXAS, LEVYING AN AD VALOREM TAX RATE FOR FISCAL YEAR 2024-2025 TO PROVIDE REVENUES FOR CURRENT EXPENSES; PROVIDING DUE AND DELINQUENT DATES, PENALTIES, AND INTEREST; REPEALING ALL ORDINANCES IN CONFLICT; DIRECTING THE TAX ASSESSOR-COLLECTOR TO ASSESS, ACCOUNT FOR, AND DISTRIBUTE THE PROPERTY TAXES AS HEREIN LEVIED.

WHEREAS, the City Council of the City of Venus, Texas, has approved the municipal budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025;

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

WHEREAS, the proposed tax rate for the 2024-2025 fiscal year is \$0.738059.

WHEREAS, the voter approved tax rate for the 2024-2025 fiscal year is \$0.738059.

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

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

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

SECTION 2. The City Council levies, approves and orders to be assessed and collected for Fiscal Year 2024-2025, and for each subsequent calendar year until otherwise ordained, on all property in the limits of the City of Venus that is not exempt from taxation, a property (ad valorem) tax at the rate of \$0.738059 per \$100 of taxable value. The tax rate consists of two components, each of which are separately approved by Council: \$0.139954 per \$100 of taxable value, the rate that, if applied to the total taxable value, will impose the total amount published under Section 26.04(e)(3)(C) of the Texas Tax Code, less any amount of additional sales and use tax revenue that will be used to pay debt service; and \$0.598105 per \$100 of taxable value, the rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operation expenditures of the City for the coming year.

SECTION 3. The real and personal property tax appraisal rolls as certified by the Chief Appraiser of the Ellis and Johnson County Appraisal Districts to the City Council for the 2024 tax year are hereby accepted.

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

Council Members voting FOR adoption: **Teresa Hoffman**
Tony Bovinich
Sheryl Kiser
Michelle Hamm
Drew Wilson

Council Members voting AGAINST adoption: N/A

Council Members absent: - N/A

SECTION 5. There is hereby levied and ordered to be assessed and collected for the fiscal year beginning October 1, 2024, and ending September 30, 2025, and for each fiscal year thereafter until it be otherwise provided and ordained, on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Venus, Texas, and not exempt from taxation by the constitution of the State of Texas and valid state laws, an ad valorem tax rate of **\$0.738059** on each One Hundred Dollars (\$100.00) assessed value of taxable property, which tax rate is apportioned and distributed as follows:

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

THE TAX RATE WILL EFFECTIVELY BE LOWERED BY **1.67 PERCENT AND WILL LOWER TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY **\$16.79**.**

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

SECTION 7. All ad valorem taxes shall become due and payable on October 1, 2024, and all ad valorem taxes for the year 2024 shall become delinquent after January 31, 2025. If any person fails to pay the ad valorem taxes on or before the 31st day of January 2025, the penalties and interest authorized by law shall incur.

SECTION 8. All ad valorem taxes shall become a lien upon the property against which assessed, and the Johnson County Tax Assessor and Collector, and the Ellis County Tax Assessor and Collector are hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and laws of the State of Texas and ordinances of the City, and shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal,

delinquent taxes shall be apportioned to the general fund of the City. All delinquent taxes shall bear interest from date of delinquency at the rate as prescribed by state law.

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

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

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

DULY PASSED by the City Council of the City of Venus, Texas, on the 9th day of September 2024.

ATTEST:

APPROVED:

Callie Green, City Secretary

Alejandro Galaviz, Mayor

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF VENUS, TEXAS, RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE CITY'S FISCAL YEAR 2024-2025 OPERATING BUDGET AS REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 102.007 WHEN ADOPTING A BUDGET THAT WILL REQUIRE RAISING MORE REVENUES FROM PROPERTY TAXES THAN IN THE PREVIOUS YEAR; AND ESTABLISHING AN EFFECTIVE DATE

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

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

WHEREAS, the tax rate will increase total tax revenues from properties on the tax roll in the preceding tax year by 18.57%.

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

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

SECTION 2. This City Council of the City of Venus, Texas, now ratifies that the City budget adopted by this City Council will raise more total property tax revenue than last year's City budget by \$688,580 or 18.57% and, of that amount \$405,083 is tax revenue to be raised from annexations and new property added to the tax roll this year. The property tax increase in the City budget is hereby ratified.

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

PASSED AND APPROVED by the City Council of the City of Venus this the 9th day of September 2024.

By: _____
Alejandro Galaviz, Mayor

ATTEST:

Callie Green, City Secretary



City Council Agenda Item Report

September 9th, 2024

James Groom

Chief of Police

972-366-3547

jgroom@cityofvenus.org

DISCUSS AND CONSIDER: the Towing of Uninsured Vehicles ordinance.

1. **BACKGROUND/HISTORY:** The State of Texas allows municipalities to elect to tow vehicles that lack the required insurance coverage as required by law. This ordinance would allow the police department to have vehicles without coverage to be towed and impounded at the owners cost.
2. **FINDINGS / CURRENT ACTIVITY:** This ordinance does not require all vehicles without coverage to be towed and it is at the officer's discretion. The response times for wreckers can be 30 or more minutes and there are times when it would not be feasible.

The ordinance requires officers to consider the ability of the occupants to get to a safe location if they decide to tow the vehicle.

The state has an insurance database that is searched when an officer runs a license plate that returns information about coverage for each car. The ordinance also details other ways of verifying coverage that should be done.

3. **RECOMMENDATIONS:** Staff recommendation is to approve the ordinance.

4. **ATTACHMENTS:** Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF VENUS, TEXAS, AMENDING THE CODE OF ORDINANCES CHAPTER 30, "TRAFFIC AND VEHICLES", ARTICLE I, "IN GENERAL", BY ADDING SECTIONS REGARDING THE TOWING OF UNINSURED VEHICLES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE PROVIDING A PENALTY CLAUSE ESTABLISHING A FINE NOT TO EXCEED \$200.00 FOR VIOLATION OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Council of the City serves as the elected governing body of the City directly responsible for the promotion and protection of the public health and safety of its citizens and inhabitants; and

WHEREAS, the City is authorized and empowered to adopt and enforce ordinances, not inconsistent with state law, that are necessary to protect the safety of its inhabitants (Texas Local Government Code § 51.012); and

WHEREAS, the City is authorized by State law to regulate its streets and highways within its territorial limits to ensure conformity with said laws.

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

SECTION 1. That Chapter 30, "Traffic and Vehicles", Article I, "In General", is hereby amended, and which shall read as follows:

" ...

ARTICLE I

...

Sec. 30-7. General definitions.

- (a) Words and phrases used in this article shall have the meanings set forth in this section. Words and phrases that are not defined below shall be given a common, ordinary meaning unless the context clearly requires otherwise. When consistent with the context, words used in the present tense shall include the future tense, words in plural numbers shall include singular numbers (and vice versa), and words in the masculine gender shall include the female gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

(b) Specific definitions.

(1) Financial responsibility.

A current motor vehicle insurance policy meeting at least the state minimum amounts of liability as described in Texas Transportation Code, sections 601.071 through 601.088, or other forms of financial responsibility as described in Texas Transportation Code, sections 601.121 through 601.124.

(2) Insurance/insured.

Motor vehicle insurance coverage on a specific motor vehicle at the level of liability insurance meeting at least the state minimum amounts as described in Texas Transportation Code, sections 601.071 through 601.088, or other means of coverage as described in Texas Transportation Code, sections 601.121 through 601.124.

(3) Proof of financial responsibility.

A valid automobile insurance policy or policy card that lists the name of the insured or authorized drivers, the insured vehicle, the name of the insurance company, the company telephone number, the policy number, the beginning and expiration dates of coverage, and/or other information as required by law, or, in lieu of this information, any other document that proves financial responsibility as described in Texas Transportation Code, sections 601.121 through 601.124.

Sec. 30-8. Conditions for towing.

(a) During the course of a traffic stop and/or any other incident wherein a peace officer for the city makes contact with the operator of a motor vehicle, upon request by the peace officer, the operator must provide proof of financial responsibility to the peace officer.

(b) In the event that the operator is without proof of financial responsibility, a citation may be administered to the operator.

(c) A peace officer has the discretion to arrest an operator of a vehicle if, in the exercise of his/her discretion, the officer determines it is appropriate to arrest the driver based upon the circumstances as presented to the peace officer at the time.

(d) Once the officer determines that the operator is without proof of financial responsibility, the officer may have the vehicle(s) impounded. A peace officer has discretion regarding the impoundment of such vehicle and may not impound the vehicle if he/she believes it is not in the best interest of the public or the operator.

(e) An officer may take appropriate steps to verify proof of financial responsibility. The officer may take, but is not limited to taking, the following actions:

- (1)** Contacting the operator's purported insurance company or insurance agent to confirm whether coverage is in effect;
- (2)** Contacting a parent or guardian (if the operator is a minor) to confirm whether coverage is in effect; and/or
- (3)** Contacting the lienholder, if any, indicated on the vehicle's title record to confirm whether coverage is in effect.

(f) Factors which may play a part in an officer making such a decision to impound a vehicle are, but not limited to, the following:

- (1)** Whether the operator and occupants appear to have an alternate means of safely leaving the location;
- (2)** The age of the operator and occupants of the vehicle;
- (3)** The physical and/or mental condition of the operator and occupants of the vehicle;
- (4)** The present demand for the resources of the officer(s) who would be involved in the impoundment; and
- (5)** Other general mitigating circumstances deemed reasonable by the peace officer.

Sec. 30-9. Payment of costs; selection of wrecker company; vehicle inventory form.

(a) Motor vehicles impounded for failure to maintain financial responsibility will be towed at the owner's expense. The wrecker company on call for the city police department will be responsible for the impoundment. Requests for private tows or for a specific wrecker company made by the operator will not be honored.

(b) When an officer decides that a vehicle will be impounded for violating the provisions of this article, the officer shall complete a vehicle inventory form, regardless of whether the operator was arrested or only issued a citation. Motor vehicles for which proof of financial responsibility has not been provided may not be released to another driver at the scene.

Sec. 30-10. Safety of operator and occupants when vehicle is towed.

An officer shall make reasonable efforts to provide for the safety of the operator and any occupants once their vehicle has been impounded.

Sec. 30-11. Delayed enforcement on finding that proof of financial responsibility was invalid.

If an officer investigates an accident where the operator shows the required proof of financial responsibility, and it is later determined that the proof was not valid and the motor vehicle was not covered at the time of the accident, the original investigating officer shall issue a citation.

Sec. 30-12. Penalty.

The city shall have the power to administer and enforce the provisions of this article as may be required by governing law. Any person violating any provision of this article and issued a citation shall face a fine not to exceed \$500.00 in the event the operator is found guilty.

...”

SECTION 2: PENALTY. Any person violating any provisions of this Ordinance shall be deemed guilty of a misdemeanor, and, upon conviction, shall be subject to a fine of not more than five hundred dollars (\$500).

SECTION 2: SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are separable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or invalid by the judgment or decree of any court of competent jurisdiction, such unconstitutionality of invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of unconstitutional or invalid phrases, clauses, sentences, paragraphs, or sections.

SECTION 3: RECITALS. The Council hereby adopts the Recitals and finding set forth in the preamble hereof as if fully incorporated.

SECTION 4. PUBLICATION. The City Secretary of the City of Venus is hereby directed to publish this ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the laws of the State of Texas.

SECTION 5. EFFECTIVE DATE. This ordinance shall become effective immediately from and after its passage and publication in accordance with Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED THIS ____ DAY OF ____ 2024.

Alejandro Galaviz, Mayor

ATTEST:

Callie Green, City Secretary